

THE MARQ

FITNESS CENTER AGREEMENT AND RELEASE AND WAIVER

I, _____ [NAME OF MEMBER] ("Member"), hereby register voluntarily to engage in exercise and fitness activities and use the exercise equipment, fitness areas and, if available, related locker and outdoor facilities in Suite 270 (collectively, the "Fitness Center") and located at the office building and/or project commonly known as The Marq and located at 250 Marquette Ave, Minneapolis, MN 55401 ("Project"). I understand that the Fitness Center is provided as a convenience and an amenity by Pacific Oak SOR Marquette Plaza, LLC a Delaware limited liability company ("Owner"), and that Owner is not providing any staff, medical personnel, fitness trainers, or other employees or contractors to supervise the Fitness Center or its use. In consideration of the license to the use of the Fitness Center, I hereby agree to the following:

1. The Fitness Center is intended for the exclusive use of Approved Members only. An "Approved Member" shall mean the Project's tenants' employees and employees of the Project **over the age of 18** who have executed this Fitness Center Agreement And Release And Waiver ("Agreement") and whose rights to use the Fitness Center have not been terminated.
2. Member is hereby granted the non-exclusive right to use the Fitness Center during the times specified for use by Manager. Said times are subject to change or modification. Our Fitness Center current hours are:

Monday through Friday	6AM to 6PM
Saturday	CLOSED
Sunday	CLOSED
3. Owner, and its employees, representatives, agents, contractors, successors and assigns (collectively the "Owner Parties") are not responsible for any loss, damage, or theft of any of Member's personal or corporate property from the Fitness Center.
4. The Fitness Center is an unsupervised and unattended facility, and the use of any equipment or participation in any fitness or exercise class in the Fitness Center is strictly at the Member's own risk.
5. Member shall abide by the Rules and Regulations of the Fitness Center (the "Rules"), which are attached hereto as Exhibit A and incorporated herein by reference. The Rules may be modified by Owner or Owner's property manager ("Manager") from time to time. Effective notice and delivery of such change shall be accomplished by posting in a conspicuous location in the Fitness Center or by distributing the amended rules to the office of all tenants of the Project. By executing this Agreement, Member acknowledges he/she has received a copy of the Rules that he/she has read and understands them and agrees to abide by them without exception. Member acknowledges that failure to abide by the applicable Rules may result in termination of Member's rights to use the Fitness Center under this Agreement (at Owner's discretion).
6. Member acknowledges and agrees that attempted weight training or physical exercise without (i) a thorough physical examination, and (ii) a physician's approval of the planned exercise regimen, could be dangerous.

7. Member's right to use the Fitness Center is subject to termination, with or without cause, at any time, by Manager or Owner. Member's right shall terminate immediately upon Member's termination of employment with a tenant in the Project, or on the termination of Member's employer's lease at the Project. Member's failure to abide by this Agreement and all the Rules contained herein shall result in the immediate termination of their right to use the Fitness Center. Member understands that by participating in exercise and fitness activities at the Fitness Center that Member is at risk to suffer serious physical injury and possibly death. Member understands and agrees that Member, alone, is responsible for determining Member's physical and mental fitness and Member's suitability to participate in exercise and fitness activities in the Fitness Center. Member acknowledges that Owner will not attempt to determine, nor will Member hold Owner liable to determine, Member's physical and mental fitness, suitability, or capability to participate in exercise and fitness activities at the Fitness Center, both before Member begins participation or at any time during Member's participation in exercise and fitness activities at the Fitness Center.
8. Member understands and agrees that Owner makes no representation, warranty or guarantee as to the safety or efficacy of the Fitness Center.
9. Member further agrees and acknowledges the following:

RELEASE AND WAIVER – READ CAREFULLY

TO THE EXTENT ALLOWED BY LAW AND IN CONSIDERATION FOR PERMISSION TO USE THE FITNESS CENTER, MEMBER, ON BEHALF OF ITSELF, ITS HEIRS AND PERSONAL REPRESENTATIVES, HEREBY KNOWINGLY AND VOLUNTARILY AGREES TO WAIVE AND RELEASE OWNER AND ALL OWNER PARTIES FROM (I) ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") AND (II) ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE, RESULTING FROM OR RELATED TO MEMBER'S USE OF THE FITNESS CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN. MEMBER SPECIFICALLY UNDERSTANDS THAT MEMBER IS WAIVING AND RELEASING ANY CLAIMS MEMBER MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER OR ANY OWNER PARTIES. MEMBER FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OWNER PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING AS A RESULT OF MEMBER'S USE OF THE FITNESS CENTER. THE FOREGOING WAIVER AND RELEASE INCLUDES, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO THE PRESENCE OF ANY BACTERIA, VIRUS OR HARMFUL CONTAMINANTS IN THE FITNESS CENTER, AND THE CONTRACTION OF ANY DISEASE, ILLNESS OR OTHER HEALTH CONDITION IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE NOVEL CORONAVIRUS DISEASE COMMONLY KNOWN AS COVID-19. Member further understands and agrees that none of the Owner Parties assumes any responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or damage arising from or related to use of the Fitness Center

Because participation in the Fitness Center is voluntary, Member has agreed to sign this Release and Waiver of Liability. Member acknowledges and agrees that it has been given the opportunity to read carefully all of the terms of this Release and Waiver of Liability and Member fully understands the legal consequences of signing it.

If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the invalid portion shall be enforceable to the extent permitted by law.

Member agrees that it has read and understands the above and is signing this Fitness Center Agreement and Release and Waiver voluntarily and with full knowledge of its significance.

SIGNATURE:

PRINT NAME:

COMPANY:

DATE:

SUITE:

CARD ACCESS #:

Contact Phone #:

EMERGENCY CONTACT

EXHIBIT A

ALL PERSONS USING THE FITNESS CENTER AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. Temperature must be below 100.4 degrees in order to enter the facility.
2. Masks are required to be worn during your workout and in restrooms, except for when using showers.
3. Towel service is not currently available.
4. Tenants must remain six feet apart and refrain from using any machines marked as being out of service.
5. Hours will be posted in The Fitness Center are subject to change. The Fitness Center will close at specified times during the day for cleaning.
6. No food or beverages other than what is contained in water bottles are allowed at any time.
7. Tenants are responsible for wiping down equipment before and after each use.
8. The Fitness Center is not a supervised facility. Members are responsible for their safety. Use at your own risk. Users must be 18 years of age or older.
9. Your personal physician should be consulted prior to using any of the equipment or taking part in any fitness exercise or fitness classes.
10. Pregnant women, or those with any physical, mental or cognitive problems, should exercise only under the supervision and advice of a physician or other healthcare professional.
11. Appropriate clothing, including shirts and gym shoes, must be worn when using the Fitness Center.
12. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the Manager at the management office.
13. Owner and Owner's Parties are not responsible for any loss, theft and/or damage to any property.
14. Access is limited to Members. Employment verification is conducted.
15. Access shall not be permitted to individuals who have not signed this Agreement. Everyone entering the fitness center should be utilizing their own access card and swiping their card individually. Access should not be permitted to others at any time, no access sharing. One individual per card swipe.
16. Access and privileges can be revoked for not abiding by the rules and regulations as set forth.
17. You may not use a cell phone or any camera in the Fitness Center and you may not take photographs or videos in the Fitness Center.
18. Owner and Manager reserve the right to close or restrict access, without advance notice, to the Fitness Center or any area within the Fitness Center for any reason.

20. You may not enter the Fitness Center if you have a contagious illness that may be transferred through ordinary use of the Fitness Center or the equipment and machines located therein.
21. You may not damage the Fitness Center or any of the equipment and machines located therein.
22. No smoking or alcohol is permitted.
23. The use of any illegal drugs is (including steroids) is strictly prohibited.
24. There shall not be any fitness classes or exercise classes at the Fitness Center without the prior written consent of Manager or Owner.
25. No firearms are permitted.