

FITNESS CENTER REGISTRATION

Biovista Fitness Center | 9276 Scranton Road
Monday - Friday | 5:00 AM - 8:00 PM

INSTRUCTIONS

- 1 Visit biovistatenants.com
- 2 Select "Fitness Center Waiver"
- 3 Send completed waiver to ElevateSD@lfrep.com
Fitness waivers are typically processed within 7-10 business days. You will receive a confirmation email with additional instructions to gain access to the fitness center.
- 4 Download the Symmetry Blue App to obtain **Device ID number** on your waiver form under **Settings**

GENERAL INFORMATION

Biovista Fitness Center memberships are for Elevate by Longfellow tenant employees only. No outside guests can use the facility. Only current and active employees of tenants in the San Diego region may use the fitness facilities.

Use of facility is only available during scheduled times.

Locker rooms, showers & restrooms are available for all fitness members actively using the facility. Personal Items should not be stored overnight in locker rooms.

WAIVER AND RELEASE AGREEMENT

BIOVISTA FITNESS FACILITY

I am (a) an employee of a tenant at certain premises located in San Diego, California, owned directly or in directly by San Diego Foundry Holdings, LLC (together with its constituent owners and each of its direct and indirect subsidiaries, including without limitation the landlord of my employer, "Longfellow," and the premises together with each other property owned by Longfellow, the "Project") or (b) a guest or invitee of Longfellow, and in consideration of the free use of the fitness facility located at 9276 Scranton Road (the "Fitness Facility"), I hereby covenant and agree to all of the following, for the benefit of Longfellow and the property manager of the Project, Longfellow Property Management Services CA Inc. ("Manager"):

1. I will use the Fitness Facility and the equipment and machinery within the Fitness Facility only while I am employed by a tenant in the Project or an invited guest of Longfellow. I will not bring another person in the Fitness Facility or grant access to another person for use of the Fitness Facility. I accept and agree to abide by the "Rules and Regulations" of the Fitness Facility, which Rules and Regulations have been posted in a clear and conspicuous location in the Fitness Facility.

2. I represent that I am in good health and I am familiar and experienced in using the types of exercise and training equipment and machinery within the Fitness Facility. I have been advised to seek the advice of a medical professional as to physical activity, exercise and use of exercise and training equipment prior to my use of the Fitness Facility.

3. I hereby forever and fully waive, release and discharge Longfellow, Manager, their affiliates, their successors and assigns, and each of their officers, directors, managers, agents, employees and representatives, and their lenders and investors (collectively, the "Indemnified Parties") from any and all claims, losses, liabilities and causes of action (collectively "Claims") arising in any way from my use of the Fitness Facility, and from my participation in any exercise activities conducted at or originating from the Project (e.g., bicycle rides, beach exercise classes and other remote training classes), including, without limitation, all Claims for or related to personal injuries or property damages, negligent acts or omissions or willful misconduct of Longfellow, Manager and the other Indemnified Parties (or others acting on their behalf).

I understand and agree that this release applies to any Claims related to personal injury, property damage, and wrongful death which I may suffer, even if caused by the negligent acts or omissions of Longfellow, Manager or the other Indemnified Parties (or others acting on their behalf). I also understand and agree that this release shall apply to all Claims arising from unknown or unanticipated results of using the Fitness Facility, as well as those risks known and anticipated and I hereby knowingly and expressly waive all rights under Section 1542 of the Civil Code, which states: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

4. I understand and am aware that training, aerobic exercise, and the use of exercise equipment, is a potentially hazardous activity that involves a risk of serious injury and death. I understand and am aware that serious accidents occasionally occur during fitness facility use and that participants occasionally sustain mortal or serious personal injuries. Knowing the risks of using the Fitness Facility, nevertheless, I acknowledge that I am voluntarily participating in these activities and am voluntarily using the Fitness Facility with full knowledge of the dangers involved. I hereby expressly assume and accept any and all risks of injury or death related to or arising out of my use of the Fitness Facility or participating in any exercise activity conducted at or originating from the Project.

5. I acknowledge and understand that the Fitness Facility and any exercise activity conducted at or originating from the Project may be unstaffed and that neither Longfellow nor Manager is responsible for providing any

supervisory personnel at the Fitness Facility or anywhere on the Project. I hereby agree to expressly assume and accept all risks associated with my use of the Fitness Facility or participating in any exercise activity conducted at or originating from the Project, including any damages suffered as a result of such use or participation remaining unsupervised. I further acknowledge, understand and agree that, at Longfellow's or Manager's election, the Fitness Facility and certain exercise activity conducted at or originating from the Project may be staffed with supervisory personnel and, notwithstanding any such staffing, I am expressly assuming and accepting all risks associated with my use of the Fitness Facility or participating in any exercise activity conducted at or originating from the Project.

The undersigned and Longfellow and Manager intend and agree that this release agreement may be executed by electronic means (e.g., via DocuSign or other electronic signature technology), and the undersigned's execution and delivery of this release agreement by electronic means shall have the same force and effect as a "wet" signature made by the undersigned on this release agreement, personally delivered by the undersigned to Longfellow.

I acknowledge that I am over the age of eighteen and I have read this release agreement, understand the words and language in it, and by signing below, agree to all of it.

DATE: _____

NAME: _____

COMPANY: _____

EMAIL: _____

PHONE NUMBER: _____

SIGNATURE: _____

DEVICE ID / CARD #: _____

***Device ID available through Symmetry Blue Mobile App*

EMERGENCY CONTACT INFORMATION:

CONTACT: _____

RELATIONSHIP: _____

PHONE NUMBER: _____