



Dear Tenant;

I am the Senior Property Manager for Airport Tower, located at 18881 Von Karman Avenue, and would like to provide pertinent building information to assist in making your move as smooth as possible.

The Management Office is located on the 4th floor, Suite 400 and can be reached at 949-476-9800. The after-hours office emergency number is (949) 580-2053.

Building hours are Monday – Friday 8am through 6pm and Saturday 9am through 1pm. Outside of the building hours an access card is required to enter the building. Please be aware that the access card must be swiped on the column on the exterior of the building doors for building access, and on the access pad inside the elevator to access your floor. The Access Card Form is enclosed (page 3) and must be submitted for **each individual** that requires afterhours building or parking garage access.

The Hub Amenity and Fitness Center is located on the basement level of Airport Tower and can be reached by either the stairway the first floor of the building or the service elevator from any upper level. Membership is free for all tenants and tenant employees at Airport Tower. The Hub is available via access card between the hours of 5 am to 8 pm every day. Please complete the enclosed Fitness Center enrollment packet and return pages 14,16 & 17 to the Management Office for each individual requiring access to The Hub. Forms can also be submitted via email to kbell@mullerco.com.

Please direct all service requests i.e. lights out, air flow problems, additional janitorial request etc. to our Online Work Order System, Yardi Commercial Café. This is accessible by visiting our website <https://www.airport-tower.com/> and selecting Tenant Log-In. To set up your account for online access, please complete and return the enclosed Tenant Contact form (page 5).

Two (2) mailbox and two (2) suite keys will be issued to you at move in. Additional keys can be ordered by submitting a service request on Yardi Commercial Café.

After hours air-conditioning is available with 24-hour notice to our office or via Yardi Commercial Café. An afterhours HVAC usage fee will be charged that will appear on the next statement; the fee charged will be reflective of the terms of your lease.

Suite and directory signage will be ordered once a signed proof sheet is received. Please see attached signage order forms (page 8).

All moves and deliveries must be made **prior to 8:00 am or after 5:30 pm Monday – Friday**. If you wish to move/deliver on Saturdays and Sundays deliveries can be made at any time with our approval. All deliveries and moves require notification to our office at least 24 hours in advance. This is very important as Security will not allow deliveries or moves without notice from our office. Please refer to page 9.

If you are using a moving company, we will need a certificate of insurance from that company prior to the move as outlined in pages 10-11. Your moving company must name OC Airport Owner, LLC and The Muller Company as additional insured. Additionally, please provide us with a name and number of a moving company representative so that we may ensure that they take all the necessary precautions to protect the building finishes, such as Masonite for the lobby entrance and the carpet leading to your suite. **This certificate must be received prior to providing access to any vendors into the suite.**

For your information, the building is cleaned during the day Monday through Friday, and on Sunday between the hours of 2 pm – 10 pm. Security is onsite in the lobby Monday through Saturday 8 am – 5 pm and can be reached at (949) 254-7808.

Please complete and return all enclosed forms on pages 3, 5, 7 and 8 to the management office prior to move in.

If there is anything that I have forgotten, or if you should have any questions regarding any of the above, please give me a call at (949) 476-9800. We are very pleased to have you in the building.

Sincerely,

THE MULLER COMPANY, managing agent for
OC Airport Owner, LLC

Suzi Mier, CPM
Senior Property Manager

AIRPORT TOWER ACCESS CARD REQUEST FORM

Please complete and return this form for each employee that is to receive a building or parking access card. Each access card requires a \$20.00 non-refundable fee. We ask that you please TYPE or PRINT CLEARLY all information. Please note that cards will not be issued unless ALL required information is provided, including vehicle information. Please email completed form to ATowerSecurity@mullerco.com or visit <https://airport-tower.com> and select "Tenant Log-In" to submit as a maintenance request. To deactivate a card with parking access, a 30 day notice of cancellation will be in effect for billing purposes.

PERSONAL INFORMATION	
LAST NAME:	FIRST NAME:
TENANT NAME:	BUILDING ADDRESS: 18881 VON KARMAN AVENUE
SUITE NUMBER:	MOBILE TELEPHONE:

VEHICLE INFORMATION		
MAKE 1:	MODEL & COLOR:	PLATE NUMBER:
MAKE 2:	MODEL & COLOR:	PLATE NUMBER:

ACCESS CARD INFORMATION		
BUILDING ACCESS - Please check desired access requirements below		
NONE:	ALWAYS:	NORMAL BUSINESS HOURS:
GENERAL PARKING:	RESERVED PARKING:	
ACCESS TO FLOORS:		

APPROVAL INFORMATION		
PRINT NAME:	SIGNATURE:	DATE:

PLEASE SIGN WHEN CARD IS RECEIVED:	
SIGNATURE:	DATE:

FOR BUILDING MANAGEMENT USE ONLY	
CARD NUMBER CANCELLED:	CARD NUMBER ASSIGNED:
CANCELLED/ASSIGNED BY:	DATE:
CHARGE TO TENANT:	NO CHARGE:

ACCESS CARD INFORMATION

CARD NUMBER	
NEW	
CHANGE	
CANCEL	

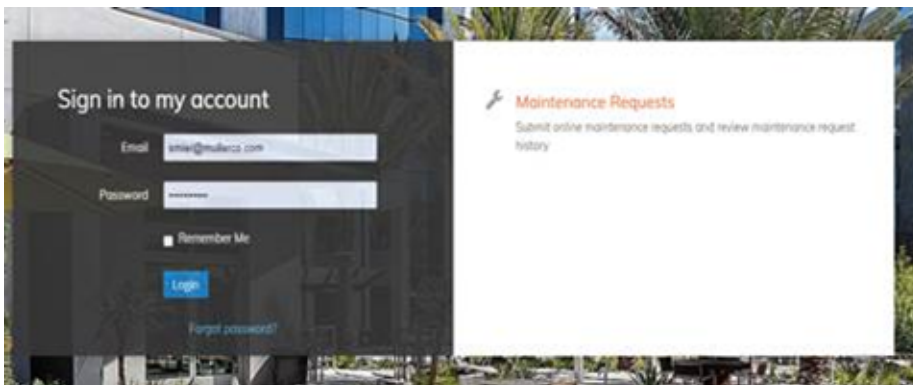
Yardi Commercial Café

We are pleased to announce that Statement Delivery is now available online! Commercial Café gives tenants a paperless, self-service option for accessing records such as lease documents and tenant statements and enter service requests.

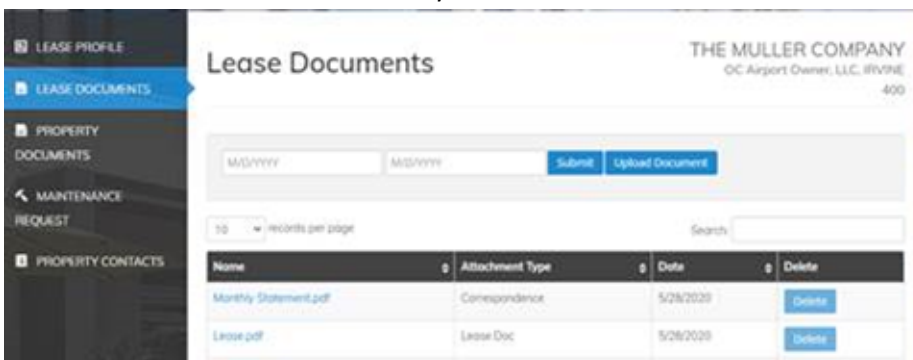
This system will allow you to connect securely to the building to submit service requests, browse property amenities, receive the latest building news and information online, and more. The system is also optimized for your mobile device so you're not limited to a desktop.

Please complete and return the contact information to the management office to set up users. Phone requests are always welcome; however we encourage you to use this website to receive the quickest response from us. We hope you enjoy using this feature!

To obtain your monthly statement [visit the Commercial Cafe website](#)



Select Lease Documents -> Monthly statement



In keeping with the terms of the Lease document, **rent is due and payable on the first day of each month.** *Any payment not received by the due date will be considered delinquent, and late fees will be assessed.*



Tenant Contact Information Form

Company Name:	Floor/Suite Number:
Main Phone Number:	Number of Employees on-site:
Company Website:	Statement Delivery Email:

On-site Primary Contact

On-site daily contact for misc. management issues and events. Please include a secondary contact in case primary contact is absent.

Primary Contact Name:	Title:	Email:
Direct Phone Number:	Mobile Number:	
Please select access levels: <input type="radio"/> A/P Contact <input type="radio"/> Maintenance Requests <input type="radio"/> After Hours HVAC approval <input type="radio"/> Certificate of Insurance <input type="radio"/> Add/remove parking/bldg. access <input type="radio"/> Building announcements <input type="radio"/> Lease Document access		
Secondary Contact Name:	Title:	Email:
Direct Phone Number:	Mobile Number:	
Please select access levels: <input type="radio"/> A/P Contact <input type="radio"/> Maintenance Requests <input type="radio"/> After Hours HVAC approval <input type="radio"/> Certificate of Insurance <input type="radio"/> Add/remove parking/bldg. access <input type="radio"/> Building announcements <input type="radio"/> Lease Document access		

Emergency Contact

Reasons that the emergency contact would be called: Employee locked out of suite, after hours emergency inside or outside of tenant space requiring tenant notification.

Contact Name:	Title:	Email:
Mobile Phone:	Direct Line:	Home Phone:
Second Contact Name:	Title:	Email:
Mobile Phone:	Direct Line:	Home Phone:

Senior Local Office Contact

On-site decision maker or most senior position in the office. Also the secondary contact for suite access authorization requests, in the event of a personnel lockout.

Contact Name:	Title:
Direct Line:	Mobile Number:
Email address:	

Name of Person Completing Form _____ Date: _____

Authorized Signature _____

**NOTIFICATION OF VEHICLE LEFT OVER NIGHT
AIRPORT TOWER - ABM PARKING**
FAX FORM TO: 949-833-0224 OR EMAIL TO: Tatiane.Hampton@abm.com

Contact Information

Name: _____

Suite: _____

Company Name: _____

Company Phone: _____

Vehicle will be left from: _____ **until** _____

Emergency Contact Person & Contact Number:

Vehicle Information

Make: _____

Model: _____

Color: _____

License Plate #: _____

Registered Owner Name and contact phone:

The Muller Company and ABM Parking DOES NOT assume any liability for the care or custody of your vehicle or its contents. This is a self-park facility and the vehicle owner assumes all risk. Cars left more than 30 days may be impounded at Owner's Expense.
Your signature below signifies your acceptance of these terms.

Signature: _____ Date: _____

Questions? Please contact Tatiane Hampton, Airport Tower Parking Facility Manager 949-833-0793
Tatiane.Hampton@abm.com

Airport Tower Validation Request Form
ABM Parking Services

Phone 949-833-0793 Fax 949-833-0224

Email: Tatiane.Hampton@abm.com Website: [Commercial Café](#)

Company Name: _____ Date: _____

Company Phone: _____

Company Address: _____ Suite: _____

Validation Request

Quantity:	Validations:	Total:
_____	15 min. \$150 (Book of 100)	_____
_____	30 min. \$300 (Book of 100)	_____
_____	1 hour \$600 (Book of 100)	_____
_____	All day \$340 (Book of 20)	_____

Signature: _____ Date: _____

***PLEASE ALLOW 24 HOURS FOR DELIVERY**

***VALIDATIONS ARE COD ONLY**

PLEASE MAKE CHECKS PAYABLE TO: ABM PARKING SERVICES

Airport Tower Signage Request Form

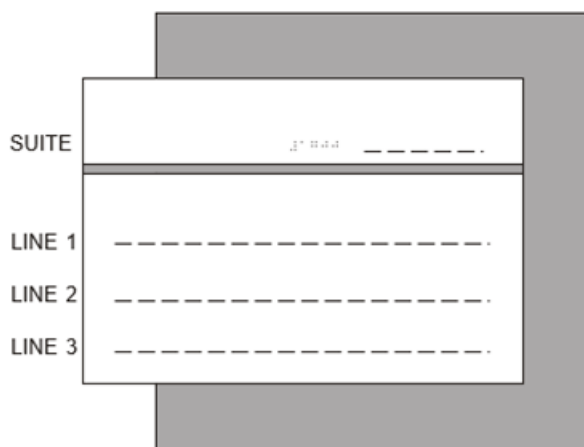
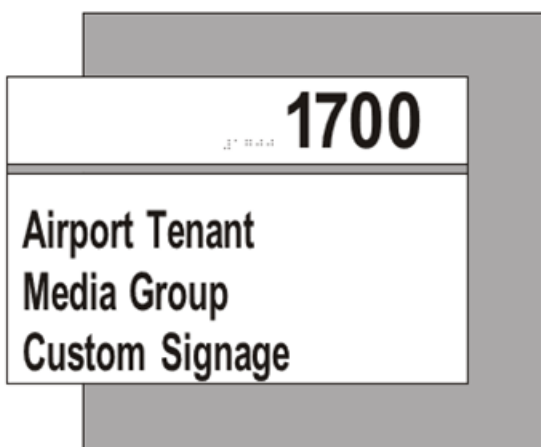
Tenant Name: _____ Date: _____

Suite Number: _____ Phone: _____

Suite Door Signage information:

NEW SIGN BASE WITH BRAILLE NUMBER AND TENANT INSERT

NEW TENANT NAME INSERT ONLY



BUILDING STANDARDS ARE:

- BLACK SIGNS WITH SILVER LETTERS & BASE
- TEXT UPPER/LOWER CASE
- NO MORE THAN 18 CHARACTERS PER LINE, INCLUDING PUNCTUATION MARKS & SPACES
- NO COMPANY TYPESTYLES OR LOGOS
- NO MORE THAN THREE LINES OF COPY
- PLEASE TYPE OR PRINT CLEARLY

- 1 FILL IN SUITE NUMBER
- 2 IF YOUR COMPANY NAME WILL ONLY FILL ONE LINE, USE LINE 1
- 3 IF YOUR COMPANY NAME WILL USE TWO LINES, START ON LINE 1 THRU 2
- 4 IF YOUR COMPANY NAME WILL USE THREE LINES, START ON LINE 1 THRU 3

COMPLETE AND CORRECT INFORMATION WILL INSURE YOUR SUITE SIGN IS MADE CORRECTLY.

Lobby Directory Information:

Tenant Name: _____

Do you have a logo you would like displayed on the lobby directory?

___ Yes ___ No

Please email any logos and this completed form to smier@mullerco.com

MOVING AND FREIGHT ELEVATOR OPERATIONS

- Moves can occur Monday through Friday prior to 8:00 am and after 5:00 pm and anytime on Saturday and Sunday.
 - Moves are NOT permitted during business hours.
 - **DO NOT prop open** the front building entry doors under any circumstances!
- All moves are done through the freight elevator.
 - When using the freight elevator **DO NOT prop** the doors open as this will damage the elevator and put it out of operation.
 - Simply hold the door open button and once the buzzing alarm goes off you will need to release the elevator so that no damage occurs.
- The freight elevator dimensions are as follows:
 - 7ft 3inches x 5ft 4inches with a height of 8ft 10inches
 - Freight Elevator Door width is 3ft 6inches x 7ft
 - The maximum weight limit for the freight elevator is 4,000 pounds
- When moving in larger items such as furniture, please use masonite to protect the tile/floor.
- **Prior to your move:**
 - Insurance documents from the moving company and tenant are to be provided to the management office at least 48 hours before move is scheduled.
 - Once insurance information is received, the move can then be scheduled with the management office at (949) 476-9800.
 - Security will then be alerted of the time and date of the move. Security will not allow any moves without preauthorization from the management office.
- The tenant is responsible for providing building and suite entry to their vendor(s). At no time will The Muller Company provide building access and/or suite access to a tenant's vendor.
- In partnership with our LEED efforts, proper disposal of furniture is required, meaning any furniture that is to be recycled, re-used, or sold. If you have a need to dispose of old furniture, please arrange a pickup to remove the items from the building, as we cannot have any furniture placed in or near the trash enclosure.

Feel free to contact our office with any questions you may have @ 949-476-9800.

VENDOR INSURANCE REQUIREMENTS

All insurance companies must have at least an "A-VIII" A.M. Best rating.

General Liability:

Commercial General Liability Policy Form* - ISO Occurrence Form

General Aggregate	\$2,000,000.00
Products Comp/Ops Aggr.	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Umbrella limits	
Excess limits cited above	\$5,000,000.00

Coverage to include:

Coverage for independent contractors, No exclusion for XCU (Explosion, Collapse, Underground) hazards (or no exclusions cited)

Additional Insured Endorsement: A separate endorsement must accompany the certificate naming *The Muller Company (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner* **as respects all operations for entities.** The endorsement must be the Acord form CG 20 10 11 85 (Form B) or equivalent. Any form that alters the intent of the original wording in form CG 20 10 11 85 is unacceptable.

Waiver of Subrogation: Endorsement must be attached to the certificate of insurance which confirms that the carrier is providing a waiver of subrogation in favor of *The Muller Company (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner*

Severability of Interest: An endorsement which clarifies the intent of the word "insured" as it appears in a policy. The coverage applies severally and not collectively, as if a separate policy were issued to each insured, however the policy limits are not cumulative, but apply to all insureds collectively. Please provide confirmation of Severability of Interest in the DESCRIPTION OF OPERATIONS section of the Certificate.

Primary & Non-Contributory Language: Endorsement must be attached which confirms that the vendor's policy shall pay first for any loss or liabilities arising from their operations. The insurance maintained by the certificate holder will not contribute or participate.

30-Day Notice of Cancellation: 30-day cancellation.

Workers Compensation:

Workers Compensation limit stated as Statutory

Employer Liability limits:

\$1,000,000 Each Accident plus \$5,000,000 Umbrella = \$6,000,000 Limit

\$1,000,000 Policy Limit plus \$5,000,000 Umbrella = \$6,000,000 Limit

\$1,000,000 Each Employee plus \$5,000,000 Umbrella = \$6,000,000 Limit

Waiver of Subrogation - a separate endorsement must be issued by the carrier providing Waiver of Subrogation in favor of The Muller Company (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner **as respects all operations** and included with the certificate of insurance (this is also called "waiver of right to recovery from others endorsement").

This insurance is not required if the owner, partners or husband/wife do all work and there are no employees. We will, however, need a letter to that fact. If you are a Qualified Self-Insurer, please provide State Certificate.

Automobile Liability:

All owned, non-owned and hired vehicles must be covered. Any one of the following three types of auto policies are acceptable and the appropriate boxes must be checked on the insurance certificate:

Any Auto - includes owned, non-owned & hired vehicles

All Owned Autos - owned vehicles only (non-owned or hired are not used)

Non-Owned & Hired - no vehicles are owned by subcontractor (must check both boxes)

\$1,000,000.00 combined single limit plus \$5,000,000 Umbrella = \$6,000,000 Limit

Additional Insured Endorsement: A separate endorsement must accompany the certificate naming The Muller Company (property management entity) and OC AIRPORT OWNER, LLC and any other entities required by Owner **as respects all operations performed for entity. If your policy is the equivalent of ISO CA 00 01 0797 in which "Who is Insured" includes "c. Anyone liable for the conduct of an insured described above, but only to the extent of that liability"**, please so state and provide a copy of the portion of the policy form confirming the wording.

- Bodily injury, property damage, and uninsured motorist
- Thirty (30) day notice of cancellation

Additional Coverages/Limits:

At the discretion of Owner. Possible additional coverages may include POLLUTION LEGAL LIABILITY COVERAGE for those trades that may be involved in Hazardous Materials at the jobsite.

Airport Tower

“the HUB”



18881 Von Karman Ave
Irvine, CA 92612

Miscellaneous Information

Address

18881 Von Karman Ave, Irvine, CA 92612

All inquiries can be made by calling 949.460.5380 or via email: smier@mullerco.com

"the HUB" F.A.Q.'s

Q. WHERE IS "the HUB" FITNESS CENTER LOCATED?

A. The Fitness Center is located on the lower level of Airport Tower and can be reached by either the stairway on the first floor of the building or the elevator from any upper level.

Q. WHAT ARE "the HUB" CENTER HOURS?

A. The hours are Monday through Sunday 5:00 a.m. - 8:00 p.m.

Q. WHAT IS THE COST TO PARTICIPATE?

A. Membership is free for all tenants and tenant employees of Airport Tower.

Q. WHAT EQUIPMENT AND SERVICES ARE AVAILABLE IN "the HUB" ?

A. We offer bikes, treadmills, stair machine, and rowing machines for cardiovascular/ aerobic fitness, and Nautilus exercise machines and free weights for strength training. Floor mats, stretch cords, large exercise balls, abdominal rollers, jump ropes and weighted balls (medicine balls) are available for your use in the Yoga studio portion of the center. In addition, our services include full shower and locker facilities. There are also beverage /food vending machines next to the Locker Rooms.

Q. CAN EMPLOYEES USE THE FACILITY ON THE WEEKEND?

A. Yes, the management has extended the hours to include Saturday and Sunday use of the Health Club between the hours of 5:00 a.m. and 8:00 p.m.

Q. WHO CAN BECOME A MEMBER?

A. Membership is restricted to the tenants of Airport Tower. All five (5) enclosed forms in this packet must be signed and returned for Amenity Center Access.

Enrollment Form

Name: _____

Tenant in Bldg: Yes _____ No _____

Company Name: _____ Suite: _____

Phone Number: _____ Extension: _____

Business Address: _____

Email Address: _____

Supervisor's _____ **Phone** _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship _____
:

Business Phone: _____ Alternate
Phone: _____

FITNESS CENTER RULES AND REGULATIONS

Airport Tower Fitness Center is intended to give Fitness Center Participants (hereinafter, "Participants") a clean and enjoyable place to exercise for general fitness purposes. These rules and regulations have been established to promote your enjoyment, and safety, when using the Fitness Center. We expect Participants to behave maturely, responsibly, and respectfully and therefore insist on your cooperation in observing these rules and regulations. We will not tolerate conduct or language that is improper, threatening, or hazardous, including but not limited to arguing, fighting, use of profanity, or indecent behavior and we reserve the right to suspend or even terminate Fitness Center access/privileges for failure to comply with these rules and regulations, or for any other reason.

RULES & REGULATIONS:

1. Access to the Fitness Center is controlled by coded keycard entry. If eligible, your building access card will be upgraded to provide Fitness Center access, during the Fitness Center hours of Monday-Sunday 5AM-8PM, upon acceptance of the terms of these rules and regulations and completing the Fitness Center Agreement.
2. Participants in the Fitness Center will be doing so at their own risk as detailed in the Fitness Center Agreement. Participants shall make no claims against or sue Owner or any Owner Parties, in connection or damage occasioned by or resulting from use of the Fitness Center, as detailed in the Fitness Center Waiver.
3. Attire:
 - a. Proper athletic attire must be worn at all times.
 - b. Tennis/athletic shoes must be worn at all times.
 - c. Absolutely no sandals, open-toed or open-backed shoes are permitted.
 - d. Shirts must be worn at all times.
 - e. No jeans or jean shorts allowed.
4. Food is not permitted in the Fitness Center. No gum is allowed. No smoking, vaping or use of tobacco products is permitted.
5. Water and Sports Drinks are permitted provided they are in a sealable, plastic container.
6. Radios, iPods, tape, and CD players are permitted if personal units equipped with headphones.
7. The Fitness Center and Owner are not responsible for lost or stolen items.
8. Participants are required to pick-up after themselves and discard trash and remove personal items.
9. For safety reasons, personal items, bags, and other items are to be stored in lockers only and not on the Fitness Center floor. Day use lockers are available in both the men's and women's locker rooms. All personal items must be removed daily upon completion of your workout. ITEMS LEFT IN THE LOCKER ROOMS OVERNIGHT MAY BE REMOVED, AND THE CONTENTS DISCARDED.
10. All participants are required to wipe down equipment after each use. Disinfecting wipes are provided.
11. Fitness Center Etiquette:
 - a. Use of chalk is not permitted.

- b. Other participants must be allowed to “work in” between sets.
 - c. Return weights to the rack.
 - d. Weights may not be set against the wall, mirror, benches, or other equipment.
 - e. Weights may not be dropped on the floor or benches.
 - f. During busy times or whenever someone is waiting for a machine, observe the 30-minute limit on all cardiovascular equipment.
 - g. Wipe down equipment after each use.
12. Report damaged equipment to the Building Management Office immediately. Located on the fourth floor, Suite 400.
13. Report unsafe exercise or bathroom conditions to the Building Management Office immediately.
14. Building Management reserves the right to refuse service to any participant who violates any rule or regulation or engages in any verbal and/or physical abuse of Building employees or other participants.
15. The Fitness Center is to be used by authorized individuals only. Fitness Center access cards may not be shared. Anyone caught using someone else’s access card other than their own will be asked to leave the facility immediately. Further, this can warrant suspension or revocation of Fitness Center access for the Participant. Further, you may not use your access card to allow entry into the Fitness Facility by any other individual.

I have fully informed myself of the contents of these Rules and Regulations:

Building Tenant: _____ Building Access Card Number: _____

Printed Name: _____

Signature: _____

Dated: _____, 202_

GENERAL CLUBHOUSE RULES

- Tenants are welcome to invite a guest to join them in The Clubhouse.
 - Guests must be over the age of 18 and be always accompanied by Tenant.
 - Guests are not permitted in the Fitness Center.
- The days and hours of operation The Clubhouse are Monday through Sunday 5 am to 8 pm.
 - Use of The Clubhouse facilities is not available during building holidays.
 - Facilities may be closed from time to time for maintenance, repairs and other purposes deemed appropriate.
- Tenant and their guests' use the facilities provided in The Clubhouse at their own risk.
- Tenant and their guest must abide by all rules established for The Clubhouse as they may be amended from time to time, and Tenant is responsible for ensuring that their guest complies with all rules of The Clubhouse.
- Proper attire, decorum, and consideration of the comfort of others must be always observed.
- Dogs and other pets, except for service dogs, are not permitted in The Clubhouse.
- All food and beverage consumed in the Clubhouse should be properly disposed of in designated waste receptables.
- No illegal substances will be allowed at any time in The Clubhouse.
- Alcohol consumption during events must be pre-approved by management and will require additional insurance requirements and/or the event to be bartended by a licensed business.
- Smoking, chewing tobacco, and using smokeless tobacco and electronic cigarettes are prohibited.
- Loud or offensive language is not tolerated at any time.
- As a courtesy to other guests, please use headphones when using personal devices such as smartphones, laptops, and tablets.
- To protect the value of membership by maintaining the highest level of cleanliness and order, members and guests are asked to refrain from placing feet on or reclining across Clubhouse furniture.
- Equipment must be returned to its proper place after use.
- Any complaints or suggestions relating to the operation of The Clubhouse should be addressed to Property Manager.
- Management reserves the right to amend Clubhouse rules as it deems necessary.
- Violation of Clubhouse rules shall result in loss of access privileges at the discretion of Management.

X _____

User's Signature

Print Name

Date

USER RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

In consideration of being allowed access to and the right to use the gym, equipment, bathrooms, and other areas associated with the work out facilities located at 18881 Von Karman Ave, Irvine, CA 92612 (the HUB) I, the undersigned, acknowledge, appreciate, and agree that:

1. There are inherent risks in using gym facilities and in participating in activities related to the use of the Facilities. The risk of injury from the activities involved in using the Facilities is significant, including the potential for permanent paralysis and death. These risks are impossible to eliminate fully by even the most prudent and careful conduct on the part of OC Airport Owner, LLC, a limited liability company ("**Landlord**"). The following describes some, but not all, of the risks that are associated with your use of the Facilities: loss or theft of personal property; slips, trips, falls and other injuries while using the Facilities or equipment, workout equipment (such as treadmills, Stairmasters and the like), bathroom facilities, and stairs; misuse of equipment or Facilities, or failure of equipment or Facilities; accidents or other injuries involving the use of weight-lifting equipment and weights; the presence of other gym users and possible negligence or unruly behavior on their part which could cause you injury, and other risks not listed herein.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES** (defined below) or others and assume full responsibility for my use of the Facilities.
3. I willingly agree to comply with any terms and conditions for my use of the Facilities and to abide by all posted notices and rules governing general use of the Facilities. If I observe any unusual hazard during my use of the Facilities, I will bring such to the attention of Landlord. I expressly covenant that my use of the Facilities is of my own free will and I assume all risk associated with such use. I will not endanger others or myself while using the Facilities.
4. I have no physical or medical condition, which, to my knowledge, would endanger others or myself if I use the Facilities. I hereby consent to medical treatment, which may be deemed advisable in the event of injury, accident or illness occurring during my use of the Facilities. I hereby acknowledge that I am solely responsible for any hospital, medical or treatment costs arising out of any personal injury sustained by way of my use of the Facilities.
5. I hereby take action for myself, my executors, administrators, heirs, next of kin, representatives, successors and assigns, and all members of my family as follows and hereby agree to: (A) waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may occur to me while using the Facilities, and covenant not to sue Landlord and its successors, assigns, affiliates, present and former direct and indirect owners, employees, managers, members, officers, directors, attorneys, agents and other representatives ("**Released Parties**"); and (B) defend, indemnify and hold harmless the Released Parties from any and all liability, claims, attorneys' fees or other loss made or incurred by other Released Parties, that arise as a result of my negligent actions or inactions connected with my use of the Facilities.

I STATE THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AM LEGALLY COMPETENT TO SIGN THIS RELEASE OF LIABILITY, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
User's Signature Print Name Date

Card Access Number: _____