

EXERCISE CLASS WAIVER AND RELEASE

As a condition to the undersigned participating in exercises classes at AON Center, located at 707 Wilshire Blvd., Los Angeles, CA (the “**Building**”), SRI TEN 707 WILSHIRE LLC, a Delaware limited liability company (“**Owner**”) requires that the undersigned review and execute this Exercise Class Waiver and Release (the “**Waiver**”).

1. Owner offers yoga, Pilates and other exercise classes (the “**Exercise Classes**”) at the Building from time to time, which classes are taught by instructors (the “**Instructors**”) obtained by Owner from Prime Performance or comparable companies. Although Owner uses good faith efforts to obtain qualified Instructors to lead the Exercise Classes, Owner makes no representation or warranty with regard to the qualifications of the individual Instructors or as to the content or quality of the Exercise Classes.
2. I (the undersigned) agree that I am fully responsible for determining whether I am in the physical condition necessary for me to safely participate in the Exercise Classes and that I am participating in the Exercise Classes at my own risk.
3. I agree to abide by any rules and regulations given to me by Owner (or Agent) governing participation in the Exercise Classes.
4. I acknowledge that, in participating in the Exercise Classes, there is a possibility of accidental or other physical injury, loss of life or loss of my personal property. To the extent permitted by applicable law, I hereby assume the risk of any such accident, injury, loss of life or loss of property and hereby release and forever discharge Owner, Owner’s managing agent, Shorenstein Realty Services, L.P., a Delaware limited partnership (“**Agent**”), and their respective constituent shareholders, partners or other owners, and all of their agents, contractors, servants, officers, directors and employees (collectively the “**Released Parties**”), from any and all liability, and waive any and all claims whatsoever against such Released Parties, for any injury, accident, loss of life or loss of property incurred by me in connection with my participation in the Exercise Classes. In addition, to the extent permitted by applicable law, I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses incurred by them as a result of my participation in the Exercise Classes.

By my signature below, I agree to the above terms and condition.

Printed Name: _____ Phone Number: _____

Signature: _____

Name of Employer at AON Center: _____ Employer Phone Number: _____

Employer’s Suite Number: _____