

**LOCKER ROOM
ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE**

I, _____ (Name), represent and warrant that I am an employee of _____ (Company), a tenant at 245 First Street, Cambridge, Massachusetts. I desire to be able to use the locker room (the "Locker Room") being provided by CLPF-CAMBRIDGE SCIENCE CENTER, LLC (the "Owner") 245 First Street, Cambridge (the "Building"). As a material inducement to the Owner to allow me to use the Locker Room, I have carefully read, considered and understood this Acknowledgement and Assumption of Risk and Release (this "Release") and signed the same of my own free will. I understand that, by doing so, I am giving up certain legal rights for monetary damages or other compensation, to which I might otherwise be entitled.

I understand that the Locker Room has been installed by the Owner as a complimentary amenity for the tenants of the Building, that the Locker Room is not staffed or supervised by the Owner, and that any personal property brought into the Locker Room shall be at my sole risk.

I acknowledge, understand, and assume all risk relating to social distancing, promoting health and physical well-being of myself and others, and/or preventing or limiting the spread or transmission of or exposure to communicable diseases and/or viruses (including COVID-19), and that by using the Locker Room, I may be exposing myself or increasing my risk of contracting or spreading communicable diseases and/or viruses (including COVID-19). I agree to follow any and all measures implemented by the Owner to prevent or limit the spread of any such infectious conditions (it being understood that the Owner has no obligation to undertake any such measures) and any other rules and regulations that may be implemented by the Owner from time to time for use of the Locker Room.

I shall comply with any rules and regulations adopted by the Owner, including, without limitation, the following:

- (1) Access cards, if any, must be used strictly for my personal use, and I agree not to allow access to the Locker Room to any other person or to permit any other person to use my access card. I shall immediately notify the Owner if my access card is lost or stolen. I shall immediately return my access card if I cease to be an employee of the above-named tenant.
- (2) Owner may revoke or terminate my access to the Locker Room at any time at Owner's sole discretion upon which I shall have no further right to enter or use the Locker Room, my access card shall be immediately deactivated, and I shall immediately return my access card to Owner.
- (3) Owner may dispose of any personal property I may leave in any part of the Locker Room after a period of 24 hours without recourse by me to Owner.

I understand that such rules and regulations may be modified from time to time at Owner's sole discretion.

Being fully aware of the risks, conditions and hazards involved with the proposed activities, for myself and my heirs, successors and assigns, I HEREBY RELEASE AND DISCHARGE the following persons and entities, together with their respective successors and assigns, from any and all damage, loss, liability, responsibility, claims, counterclaims and causes of action, whether now existing or hereafter first accruing, arising directly or indirectly from or as a result of my use of the Locker Room: CLPF-CAMBRIDGE SCIENCE CENTER, LLC, LPC Commercial Services, Inc. as independent



Contractor, and the employees, directors, officers, partners, limited partners, agents and attorneys of each of the foregoing (the "Released Parties"); and I HEREBY EXPRESSLY WAIVE EACH AND EVERY SUCH CLAIM, COUNTERCLAIM AND CAUSE OF ACTION. Without limiting the foregoing, I agree the Released Parties shall have no liability relating to (x) the implementation, manner of implementation, or failure of any of the Released Parties to implement or enforce any measures intended to encourage social distancing, promote health and physical well-being and/or prevent or limit the spread or transmission of communicable diseases and/or viruses (including COVID-19) or (y) the failure of any such measures implemented, if any, to prevent or limit the spread of any such infectious conditions (it being understood that the Released Parties have no obligation to undertake any such measures). I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to use of the Locker Room.

In addition to the foregoing releases and waivers, in the event that the Owner or any of the Released Parties suffers any loss, cost, damage or expense as a result, direct or indirect, or my use of the Locker Room or any breach of this Release, I WILL INDEMNIFY AND HOLD SUCH PARTY HARMLESS FROM AND AGAINST THE SAME, including without limitation the costs and fees reasonably incurred in defending any claim.

This Release shall be construed under the laws of the Commonwealth of Massachusetts. Neither this Release nor any other written or oral agreement shall be construed as a lease or other occupancy agreement.

IN WITNESS WHEREOF, I have signed this Fitness Center Acknowledgment and Assumption of Risk and Release under this seal, this _____ day of _____, 20__.

By: _____

Printed Name: _____

