

RELEASE OF LIABILITY

Kilroy Realty 303, LLC, a Delaware limited liability company ("**Owner**"), is the owner and operator of that certain office project (the "**Project**") located at 303 Second Street, which Project includes a subterranean parking garage (collectively, the "**Garage**"). Within the Garage is a bicycle storage facility and a separate area which may include shower facilities (the "**Garage Facilities**"). In consideration of being permitted to utilize the Garage Facilities, I, the undersigned ("**Releasor**"), on behalf of myself, my spouse, children, guests, legal or personal representatives, heirs and assigns, executors and administrators, do hereby release, waive and forever discharge Owner, its employees, officers, directors, shareholders, partners, members, affiliates successor and assigns, and each of their respective employees, officers, directors, shareholders, partners, members, affiliates, successors and assigns (collectively, "**Releasees**") from all claims that may be asserted against the Releasees arising from or related in any way to the my use of the Garage Facilities. The foregoing release is intended to encompass all claims whether resulting from negligent, grossly negligent, or other act of omission of Releasee or any other person, including bodily injury resulting in death of Releasor.

I acknowledge that I have fully examined the Garage and the Garage Facilities, including without limitation, its ingresses, egresses, ramps, storage facilities and automobile traffic patterns and flows, and accept same in their existing as-is condition. I further acknowledge that I am aware that my use of the Garage and Garage Facilities may expose me and/or my personal property to dangers, including but not limited to being struck by motor vehicles and bicycles, slipping or falling on Garage ingresses, egresses or ramps, and theft of property. I hereby assume full responsibility for all risks of injury, death or property damage, foreseen or unforeseen, due to the negligence, gross negligence, or other act or omission of Releasees or otherwise while entering, within or exiting from the Garage and/or Garage Facilities, and for any injury, harm or damage that may befall me (or my personal property) while using the Garage Facilities.

To the extent of my own negligence, I hereby agree to indemnify, defend and hold harmless Releasees from any claim, demand, loss, liability, damage or cost that Releasees may incur due to the presence of myself or my property in or about the Garage or the Garage Facilities or as a result of my use of the Garage Facilities. I acknowledge that my use of the Garage Facilities is voluntary and that my execution of this Release is a reasonable condition precedent to allowing me to enter and exit the Garage on a bicycle and to use the Garage Facilities.

Releasor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, the balance shall; notwithstanding, continue in full legal force and effect. This Release and the Rules set forth on the second page hereof contain the entire agreement between the Releasor and the Releasees. The terms of this Release and the Rules are contractual and not a mere recital.

I, THE UNDERSIGNED, CONFIRM I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND OWNER AND EXTENDING TO THE RELEASED PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Signed: _____ Date: _____

Name (please print): _____ Bicycle Serial #: _____

Phone: _____ Company: _____

Access Requested to: ☐ Male Shower Room / ☐ Female Shower Room / ☐ Bike Room