

WAIVER AND RELEASE OF CLAIMS

ACKNOWLEDGEMENT OF RISKS. I understand that the Dog Run Area shall be unmanned and unsupervised. I acknowledge that it is solely my responsibility to ensure that my Permitted Dog is fully domesticated and trained. I understand that it is my duty to keep my Permitted Dog under control at all times and that neither Landlord nor its property manager, partners, members, owners or affiliates, nor any of their employees, officers, directors, agents or contractors (together with each of their successors and assigns, collectively, the "Landlord Parties") are required to confirm that my Permitted Dog or the permitted dogs of any other persons meet these standards. I understand that the risks of using the Dog Run Area include but are not limited to dog bites, personal injury (including death) to me and my Permitted Dog, as well as human and canine illness from communicable diseases, fleas and ticks.

WAIVER, RELEASE, PROMISE NOT TO SUE AND INDEMNITY. I hereby assume all of the risks of using the Dog Run Area and the equipment therein. I further acknowledge and agree that, in consideration for being permitted to bring my Permitted Dog into the Summit Complex and to use the Dog Run Area, I shall be entirely responsible for, and I hereby waive and release any and all Claims (as defined below) that I have or may have in the future against Landlord or any Landlord Party. As used herein the term "Claims" means and includes but is not limited to any and all causes of action, suits, judgments, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, of any nature whatsoever, including property damage, loss or theft, bodily injury or death, arising out of or in connection with (i) my use of the Dog Run Area and bringing my Permitted Dog into the Summit Complex, (ii) the negligence (including gross negligence) or other acts or omissions of Landlord or any of the Landlord Parties, whether directly connected to my use of the Dog Run Area or not, and however caused, or (iii) the condition of the Dog Run Area. I promise not to sue Landlord or any of the Landlord Parties for any Claims.

Further, I agree to indemnify, hold harmless, and defend Landlord and the Landlord Parties from and against all such Claims EVEN IF SUCH CLAIMS ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF LANDLORD OR A LANDLORD PARTY. RULES. I agree that I will comply with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its property manager. I agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord. I agree that my failure to comply with the Rules and Regulations or any oral instructions or directions given to me by employees, agents or representatives of Landlord may result in the permanent loss of my privileges to bring a Permitted Dog into the Summit Complex and to use the Dog Run Area. I understand that while I am required to comply with the Rules and Regulations, Landlord is not required to enforce such Rules and Regulations or any of its policies regarding dogs and the Dog Run Area for my benefit and does not warrant that all users will comply with such Rules and Regulations and policies.

I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract of indemnity and I sign it of my own free will.

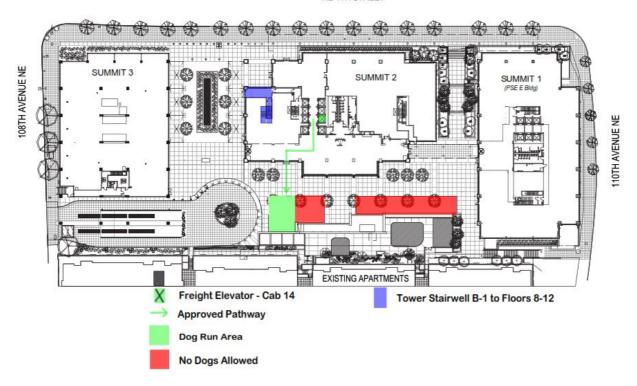
Rules and Regulations

Dog Run Hours: 6:00AM - 8:00PM

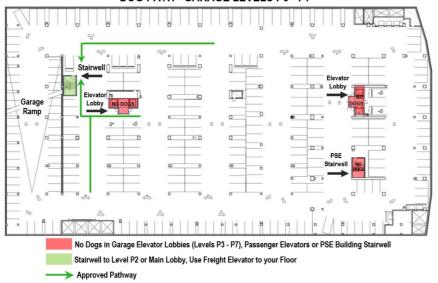
Authorized Employees may bring permitted dogs into the premises only if all of the following provisions are satisfied:

- * All Permitted Dogs must be fully trained and under control of the Dog Owner at all times. Dogs must be non-aggressive with people or other dogs and shall not jump on, bite, snap at or lunge at people or other dogs.
- * All vaccinations generally recommended in the Puget Sound area including Bordetella, Rabies and Distemper/Parvo (DDHP) and any inoculations required by any governmental entity, must remain up to date and documentation must be provided.
- * Dogs must be spayed/neutered, and documentation must be provided.
- * Dogs must be licensed in accordance with applicable Law and wearing a collar with its dog license and rabies tag at all times.
- * Dogs must be clean and free of fleas and ticks or other parasites. If any Permitted Dogs are discovered to have fleas, ticks or other parasites and Landlord deems treatment of the Building to be advisable, the Dog Owner shall be responsible for the cost of treatment throughout the Complex, Premises and the Building. Dogs must be fully potty-trained, over the age of six (6) months and no more than 75 pounds.
- * Dogs may be present in the Dog Run, Building and Premises only when the employee owning the Permitted Dog is also present. Permitted Dogs must at all times be under the supervision and control of the Dog Owner.
- * Dogs will not be allowed in the Common Areas, except in the Dog Run Area, unless the Permitted Dog is on a leash and is on its way to or from the Premises or the Dog Run Area. Dogs are not allowed in the Building's lobby, retail or restaurant areas, fitness center or conference room. Each Dog Owner bringing a Permitted Dog to the Premises shall use the most direct route from the Garage or from the perimeter of the Real Property to the designated elevator for bringing dogs to the Premises or the Dog Run Area. Dogs are not allowed in the Building's passenger elevators. Permitted Dogs may only go to the Premises using the freight elevator.
- * Tenants are not to bring birds, cats, lizards or other pets of any kind into the Building and the rights herein are expressly limited to Permitted Dogs meeting all criteria identified herein.
- * Dog food and other organic materials must be kept in closed sanitary containers in the Premises and disposed of properly.

- * Any Permitted Dog that is sick or has ticks or fleas, open wounds or any infectious disease must be immediately removed from the Complex and may not be brought back to the Complex until the Permitted Dog is healthy and non-contagious.
- * Tenant must provide cleaning supplies and waste bags for disposal of solid waste for use by the Dog Owners. Each Dog Owner who brings a Permitted Dog onto the Complex must carry waste bags at all times and must immediately pick up any solid waste (including vomit and feces) and properly dispose of the sealed bag in a sealed pet waste bin to be provided by Landlord. Pet waste may not be disposed of in ordinary trash containers.
- * If a Permitted Dog is outside the Premises except when it is in the Dog Run Area, it must be on a leash no longer than six (6) feet at all times and shortened to two (2) feet while in the Building.
- * The Dog Owner is responsible for the cost of restoring any damage to the Premises, Dog Run Area, Building, or the Complex caused by their Permitted Dog and such damage shall not be subject to the waiver of claims or subrogation in the Lease. Damage caused by Permitted Dogs will not be considered ordinary or reasonable wear and tear.
- * Landlord reserves the right to exclude specific breeds of dogs in its sole discretion.
- * Landlord reserves the right to revoke the privileges of any Dog Owner or to exclude any Permitted Dog from the Complex at any time if the Permitted Dog or the Dog Owner does not comply with the terms of this Dog Policy.
- * Any Dog Owner violating any provisions of this Dog Policy shall not thereafter be permitted to bring any Permitted Dog into the Building, Premises, Dog Run Area or the Complex.
- *Please note, dogs are not allowed in the tower passenger elevator cabs or garage passenger elevator cabs. Dogs may only travel from the garage to the appropriate floor using the Freight elevator cab. If you park below Level P2, you must take the stairs in the garage up to level P2, then take the Freight elevator up to your floor.*



DOG PATH - GARAGE LEVELS P3 - P7



Employee Full Name:

Company:

Which Floor Do You Work On?:

Access Card Number:

Dog Name:
Dog Breed:
Dog Color:
Dog Age:
Dog Weight (approximate):
Is your dog male or female? Male Female
Is your dog spayed/neutered? Yes No
Dog Current Medical Records:
Dog Current Photo:
Work Email Address:
Contact Number:
Dogs are not permitted at The Summit until approval has been granted by Property Management Notification of application status will be provided within 48-hrs
SIGNATURE: