

**ROOFTOP FACILITY ACCESS  
LIABILITY WAIVER, ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT**

<b>Vendor/Contractor Company:</b>	<b>Tenant Representative Who Authorized the Work:</b>
<b>Vendor/Contractor Name:</b>	<b>Tenant Representative Telephone:</b>
<b>Vendor/Contractor Phone and Email:</b>	<b>Tenant Representative Email:</b>
<b>Reason for Roof Access:</b>	<b>Requested Date and Time:</b>

In CONSIDERATION of being allowed access to the roofs and exteriors of the buildings (“Rooftop Facility”), the undersigned, for myself, heirs, personal representatives, and assigns, **hereby waives, releases, and forever discharges** SAN DIEGO CREEKSIDE, LLC (“Building Owner”) and its respective directors, officers, employees, shareholders, assignees, and agents of the buildings enumerated below, from any and all liabilities, actions, claims, demands, damages, and losses of any kind or nature, including those resulting from the negligence of the Building Owner, in respect of property damage or loss or personal injury or death or illness, in any way sustained by the undersigned (or the undersigned’s employees, agents or contractors) being permitted by the Building Owner to access the roofs and the exterior (above ground level) of the following buildings located in the City of San Diego:

- 10220 Sorrento Valley Road                       10240 Sorrento Valley Road  
 10260 Sorrento Valley Road

The undersigned also agrees to the following:

1. I understand that accessing the Rooftop Facility carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such risks and there is no personnel, surveillance, or security provided on or in connection with the Rooftop Facility to protect me from third parties or other harm. **I UNDERSTAND THAT I ENTER AND USE THE ROOFTOP FACILITY AT MY OWN RISK.**
2. I acknowledge that it is my sole responsibility to carefully evaluate the risks inherent in accessing the Rooftop Facility and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
3. I agree to indemnify and hold the Building Owner and its respective directors, officers, employees, shareholders, assignees, and agents of the buildings enumerated above harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees, arising out of or resulting from my accessing the Rooftop Facility, and to reimburse any such expenses incurred.
4. It is my responsibility to comply with Occupational Safety and Health Administration regulations and the wearing of fall arrest harness where required or necessary.
5. I acknowledge that I shall bear full responsibility, including costs and expenses, to repair any damage to the Rooftop Facility as a result of my entry and the work I might perform within the Rooftop Facility.

6. I will not perform any work that requires cutting, grinding, operating open flames or welding, while working on the Roof Facility without first obtaining written approval from the Building Owner.
7. I acknowledge I have health insurance and do not have health conditions that would prevent me from safely accessing the roof.
8. I agree that I will not grant access to the Rooftop Facility to anyone and doing so will result in revocation of Rooftop Facility access privileges without notification.
9. I agree that I will follow all the instructions specified by any onsite managers, representatives, or agents of the Building Owner while on the Rooftop Facility.
10. Smoking is prohibited while working within the Rooftop Facility or any property.
11. All roof accesses must be controlled at all times. Access points must be locked at the completion of work activities for the day.
12. I agree to notify the Building Owner or its authorized representative when my work has been completed.
13. I further agree that this Liability Waiver, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

The undersigned recognizes the inherent dangers of being allowed such access and hereby voluntarily assumes all risks in any way arising from the undersigned's entry to the Rooftop Facility of the aforementioned buildings.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

*This section of the form will be completed by the Property Management Office.*

<b>Received by:</b>
<b>Date Received: (MM/DD/YYYY)</b>
<b>Approved:</b>
<b>Comments:</b>