

**607 14th St, NW, Washington, DC 20005 Bike Storage
Room**

WAIVER AND RELEASE OF LIABILITY

In order to use the bike storage room (hereinafter referred to as the "Bike Storage Room") located at 607 14th St, N.W., Washington DC 20005 (hereinafter referred to as The Westory "Building"), I, _____, an employee of _____, a tenant in the Building,

[Employee Name]

[Company Name]

having premises commonly known as Suite # _____ located in the Building, do hereby certify, covenant and agree as follows:

1. I understand that, in using the Bike Storage Room for storage of my bike, there may involve risks not known to me and not foreseeable at this time, including, without limitation, risk of loss or theft of, or damage to, my bike or accidental or other physical injury.

I HEREBY ASSUME THE RISK OF ANY SUCH LOSS, THEFT, DAMAGE OR INJURY AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS WESTORY 14TH STREET LLC c/o CUSHMAN & WAKEFIELD ("OWNER") AND ANY AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, REPRESENTATIVES, ADVISORS OR AGENTS OF OWNER (COLLECTIVELY, "OWNER PARTIES"), AND OWNER'S AND OWNER'S PARTIES' SUCCESSORS AND ASSIGNS, FROM LIABILITY, LOSS, COSTS, DAMAGE, EXPENSE, CLAIM OR SUIT, WHATSOEVER, FOR ANY AND ALL INJURY, LOSS, HARM, COST, EXPENSE, CLAIM, SUIT OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE BIKE STORAGE ROOM. I HEREBY WAIVE ANY CLAIM THAT I MAY HAVE AGAINST OWNER, OWNER PARTIES AND OWNER'S AND OWNER PARTIES' SUCCESSORS AND ASSIGNS FOR ANY (I) LOSS OR THEFT OF, OR DAMAGE TO, MY BIKE OR OTHER PERSONAL PROPERTY AND (II) INJURY, HARM OR DEATH TO MY PERSON IN CONNECTION WITH MY USE OF THE BIKE STORAGE ROOM. IN CONSIDERATION OF OWNER PERMITTING ME TO USE THE BIKE STORAGE ROOM FOR THE PURPOSES SET FORTH HEREIN, I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OWNER, OWNER PARTIES OR THEIR SUCCESSORS OR ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, THAT RESULT FROM MY USE OF THE BIKE STORAGE ROOM INCLUDING THOSE RESULTING FROM ORDINARY NEGLIGENCE OF OWNER OR OWNER PARTIES, BUT EXCLUDING THOSE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR OWNER PARTIES.

2. I understand that the Bike Storage Room is unmanned and unsupervised at all times, and that Owner shall have no obligation to provide personnel, surveillance, or security in the Bike Storage Room or to otherwise protect me or my bicycle from assault or theft or other any other harm to my property or my person, and I shall enter and use the Bike Storage Room at my own risk.

3. I agree that I will not lend my security fob to any other person and will not allow anyone into the Bike Storage Room with my security fob or otherwise, on penalty of revocation without notification. I agree that I will be responsible for any damage to property or injury to person caused by any unauthorized person that I have permitted to enter the Bike Storage Room or the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury.

4. I hereby represent that I am at least 18 years of age.

5. I agree that I will be responsible for any damage I cause to anyone's bike or to the Bike Storage Room while using the Bike Storage Room and shall indemnify Owner, Owner Parties and their successors and assigns from any claims from third parties related to any such damage.

6. I agree that I will only use the Bike Storage Room for the storage of my bike and for no other purpose whatsoever, including, without limitation, for storage of other personal property, including any personal

property of third parties. I agree that I will be responsible for any damage to property or injury to person caused by me or my bicycle in the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury, and will reimburse Owner and/or Owner Parties for the cost to repair any such damage within thirty (30) days of written demand therefore.

7. I agree to use caution when exiting and entering the Bike Storage Room for my safety as well as to prevent damage to the doors, walls and floors.
8. Bicycles are to be stored on the racks only. Entrances/exits should not be blocked nor should bicycles be positioned in a manner that will impede others from entering or exiting the Bicycle Storage.
9. No overnight storage of bicycles. Bicycles left in the Bicycle Storage for more than three (3) consecutive nights shall be deemed abandoned and may be removed/disposed of (including removal of locks by force) by Owner/Manager without liability. Owner/Manager reserves the right to remove any bicycle(s) immediately if same presents a safety concern in Owner's/Manager's sole discretion.
10. Do not leave bicycles unsecured. Locks should be used to secure bicycles. Locks will not be provided.
11. I acknowledge that I will abide by all rules and regulations governing the use of the Bike Storage Room that Owner may adopt from time to time.
12. I declare that I have read, understood, agree to the contents of this informed waiver and release of liability agreement in its entirety.

USER OF BIKE ROOM STORAGE:

Individual's Name: _____

Datawatch Fob Number: _____

Company Name: _____

*Signature*_____ *Date* _____

Bike Description:

Bike Color: _____

Make: _____

Type: _____

Other: _____

Please return this form to Cushman & Wakefield Management Office via email