

**1144 15TH STREET
WAIVER AND RELEASE OF CLAIMS ARISING OUT OF THE USE OF THE
BIKE STORAGE**

I, _____ hereby request permission to use the (i) Bike Storage Facilities located on level B1 of the parking garage located in that certain building located at 1144 15th Street, Denver, Colorado 80202 (the "**Building**"), together with any and all equipment and other facilities located in the Bike Storage Facilities. I understand and acknowledge that the Bike Storage Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized, in writing, by 1144 FIFTEENTH PARTNERS LLC, C/O Hines Interests Limited Partnership ("**Landlord**") or its authorized representative to use the Bike Storage Facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Bike Storage Facilities will be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representatives that may be present at any time in the Bike Storage Facilities are not trained or authorized to provide health, medical assistance or advice. I understand and acknowledge that there are risks inherent with activities customarily undertaken at the Bike Storage Facilities, including but not limited to, personal property theft, serious bodily injury or even death. I understand that participating in any physical activity occurring at the Bike Storage under any circumstances, including those involved herein, are activities which involve an inherent risk of injury or even death to any individual undertaking such an activity, and that there will exist conditions over which neither I nor the Landlord Parties (as defined below) have any control, and I have satisfied myself that I am aware of the various ways in which I might suffer such an injury or death, and I expressly assume all risks, whether known or unknown. I acknowledge that any safety and/or security equipment needed and/or required by law are to be provided by me. IN CONSIDERATION FOR BEING PERMITTED TO USE THE BIKE STORAGE FACILITIES, I HEREBY ASSUME, ON MY OWN FREE WILL AND WILL FULL KNOWLEDGE AND UNDERSTANDING OF THE POSSIBLE CONSEQUENCES AND POTENTIAL DANGERS, ALL OF THE RISKS OF USING THE BIKE STORAGE FACILITIES. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BIKE STORAGE FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST (A) LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, AND CONTRACTORS, AND (B) LANDLORD'S PROPERTY MANAGER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS AND OWNERS (COLLECTIVELY, "**LANDLORD PARTIES**") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE BIKE STORAGE FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE BIKE STORAGE FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE BIKE STORAGE FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE BIKE STORAGE FACILITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE ACTS, OMISSIONS OR THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Bike Storage Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Bike Storage Facilities. I agree that my failure to use the Bike

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Storage Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Bike Storage Facilities may result in the permanent loss of my privileges to use the Bike Storage Facilities. I certify that I have read this waiver, and I fully understand its content, and I agree to be bound by each of these statements and waivers, and further agree to subject myself to the jurisdiction of Colorado courts and be bound by Colorado law. I am aware that this is a release of liability and a contract and I sign it of my own free will. If a court should decide that any clause or other portion of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect. I hereby certify that I am over the age of 18 and am not under the influence of or impaired by any drug, alcohol, or mental condition that would render me incapable of fully comprehending the terms of this Waiver and Release or the risks of this undertaking.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Access Card Number: _____

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**1144 15TH STREET
BIKE STORAGE FACILITIES
RULES AND REGULATIONS**

1. Use of the Bike Storage Facilities are limited to tenants of 1144 15th Street only. No guests are allowed.
2. You may not use the Bike Storage unless you have read, understood and signed the Waiver and Release of Claims Arising Out of the Use of the Bike Storage for use of the Bike Storage Facilities.
3. To protect your belongings, use a lock to secure your personal property while you are using the Bike Storage Facilities to secure your items. Items left in lockers overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Bike Storage Facilities, including any items stored in lockers.
5. Report any injuries or problems immediately to building management.
6. Offensive behavior of any kind will NOT be tolerated in the Bike Storage Facilities. You may be removed from the premises for any such behavior, and multiple instances of offensive behavior may result in the permanent loss of use of the Bike Storage Facilities. Any behavior you feel is inappropriate should be reported to building management immediately.
7. As a courtesy to others, music may be played on personal headphones only. No speakers allowed when others are present.

The Bike Storage Facilities are for the convenience of all tenants of 1144 15th Street and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.

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