

**AGREEMENT FOR TENANT USE OF BIKE ROOM  
1320 North Courthouse Road, Arlington, VA**

**BIKE ROOM INFORMED CONSENT  
AND WAIVER AND RELEASE OF LIABILITY**

**This Form is to be used in connection with the unsupervised Bike Room provided at 1320 North Courthouse Road in Arlington, VA.**

In order to use the bike room facilities (hereinafter referred to as the "Bike Room") located at 1320 North Courthouse Road, Arlington, VA (hereinafter referred to as the "Building"),

I, \_\_\_\_\_, an employee of \_\_\_\_\_, having  
(Printed Name) (Tenant Name)  
premises in the Building, do hereby certify, covenant and agree as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in activities at my own pace and at my own risk. I fully recognize that I am responsible for knowledge of the location of my bicycle at all times and that overnight storage is prohibited.
2. I acknowledge that the facility is unstaffed. I understand that **1320 North Courthouse, MCPP 1320 Courthouse, LLC, MetLife Core Plus Partners, LLC, MIM Property Management, LLC and Cushman & Wakefield U.S., Inc.** (with their successors and assigns, "Landlord", "Manager" "Independent Contractor", for 1320 North Courthouse, respectively), and any of their respective parent companies, subsidiaries, affiliated companies, officers, directors and employees do not represent that their respective employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
3. Tenants of 1320 North Courthouse shall use the facilities and related equipment solely for daily bike storage on the equipment provided. I acknowledge that no bicycle and/or lock may be left overnight without prior permission from the Landlord. Any bike and/or lock found left in the Bike Room for more than three (3) consecutive nights will be discarded by building/garage management. No person may use the Bike Room unless they have signed a Waiver of Liability form. This Bike Room is open to Tenant's on-site employees only.
4. I understand that in participating in using the equipment or Bike Room, there is a possibility of accidental or other physical injury or even death or of loss of or damage to my personal property. I HEREBY ASSUME THE RISK OF ANY SUCH INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS DEKA IMMOBILIEN INVESTMENT GMBH ("LANDLORD") AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, REPRESENTATIVES OR AGENTS OF LANDLORD (COLLECTIVELY, "LANDLORD PARTIES"), AND LANDLORD'S AND LANDLORD PARTIES' SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY, LOSS, COSTS, DAMAGE, EXPENSE, CLAIM OR SUIT, WHATSOEVER, FOR ANY AND ALL INJURY, DEATH LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE BIKE ROOM OR THE EQUIPMENT THEREIN, EXCEPT TO THE EXTENT THAT SUCH INJURY, DEATH, ILLNESS, HARM, OR DAMAGE IS DIRECTLY CAUSED BY THE WILLFUL OR INTENTIONAL ACT OF SUCH PARTIES. I HEREBY WAIVE ANY CLAIM THAT I MAY HAVE AGAINST LANDLORD, LANDLORD PARTIES AND LANDLORD'S AND LANDLORD PARTIES' SUCCESSORS AND ASSIGNS FOR ANY (I) THEFT OF, OR

DAMAGE TO, MY PERSONAL PROPERTY AND (II) INJURY, HARM, ILLNESS OR DEATH TO MY PERSON IN CONNECTION WITH MY USE OF THE FITNESS FACILITY OR THE EQUIPMENT.

- 5. I hereby acknowledge that the installation of the equipment, devices, and facilities in or serving the facility shall in no way be deemed to be a representation or warranty by Landlord, Independent Contractor regarding the efficacy or safety of any of the same, nor as an agreement or undertaking by, or obligation of Landlord, Independent Contractor to protect, indemnify or hold me harmless from any harm of any type or to ensure my safety. I expressly acknowledge, understand, and agree that my use of any such facilities, equipment, or devices is at my sole risk.
- 6. I agree that I will not lend my building access card to anyone and will not use my building access card to allow anyone into the Bike Room with my building access card 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 person using my security card in the Building and that I will indemnify and hold harmless Landlord, Landlord Parties, and Landlord's and Landlord Parties' successors and assigns from and against any claim arising as a result of such damage or injury.
- 7. I declare that I have read, understood, and agree to the contents of this informed consent and waiver and release of liability agreement in its entirety. I acknowledge that I have received and read a copy of the 1320 N. Courthouse Bike Room Rules and Regulations governing the use and hours of operation of the facility and equipment. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

**USER OF BIKE ROOM:**

*Individual's Name:* \_\_\_\_\_

*DATAWATCH Card Number:* \_\_\_\_\_

*Company Name:* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

Please return this form to Kirby.Byrd@cushwake.com.