

16 Chestnut
Waiver and Release of Claims Arising Out of the Use of the
Bike Storage

I, _____ hereby request permission to use the Bike Storage, located on Level 1 at 1681 Chestnut Place, Denver, CO 80202 together with any and all equipment and other facilities located therein (the "Bike Storage and Locker Room Facilities"). I understand and acknowledge the Bike Storage is not a public facility, but are for the exclusive use of those individuals, such as myself, who are specifically authorized, in writing by Chestnut Denver, Inc. C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the Bike Storage, and who read and sign this **WAIVER AND RELEASE**. I understand that the Bike Storage will be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Bike Storage 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, including but not limited to personal property theft, serious bodily injury or even death. I acknowledge that any safety and/or security equipment needed and/or required by law are to be provided by me. I HEREBY ASSUME ALL OF THE RISKS OF USING THE BIKE STORAGE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BIKE STORAGE, 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, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, AND CONTRACTORS, AND (B) LANDLORD'S PROPERTY MANAGER AND ITS EMPLOYEES, OFFICERS, DIRECTORS 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, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE BIKE STORAGE OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE BIKE STORAGE. 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, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Bike Storage 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. I agree that my failure to use the Bike Storage in accordance with the Rules and Regulations or as directed by such agents or representatives at the Bike Storage may result in the permanent loss of my privileges to use the Bike Storage. 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 and I sign it of my own free will.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Access Card Number: _____

**16 Chestnut
Bike Storage
Rules and Regulations**

1. Use of the Bike Storage is limited to tenants of 16 Chestnut 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.
3. Please do not enter the Parking Garage Lobby with oil or grease on your shoes.
4. To protect your belongings, use (i) a lock to secure your personal property while you are using the Bike Storage Facilities. Items left 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.
5. Report any injuries or problems immediately to building management.

The Bike Storage are for the convenience of all 16 Chestnut tenants 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.