

**AGREEMENT, RELEASE AND WAIVER OF LIABILITY  
FOR BIKE ROOM USE  
1515 Arapahoe Street, Denver, Colorado 80202**

The undersigned acknowledges that he or she has requested access to use the bicycle storage facility (the "Bike Room") located in the building at 1515 Arapahoe Street, Denver, Colorado 80202 and commonly known as Park Central. As a condition to, and in consideration of my use of the Bike Room, I hereby certify, covenant and agree as follows:

1. I understand and agree that I may only use the Bike Room while I am an employee of a tenant of the building, and must remove my bicycle and other property from the Bike Room every day. No overnight or other long-term storage of any bicycle or other property may occur, and any bicycle or other property stored in the Bike Room for more than 30 consecutive days shall be deemed abandoned and landlord may cause same to be removed and disposed of without prior notice to me and without compensation to me.
2. I understand and acknowledge that the Bike Room is not staffed with any security or other personnel, and the Bike Room is not and shall not be required to be equipped with security cameras or other surveillance equipment, or staffed with security or other personnel. I agree to place a lock on my bicycle and other property placed in the Bike Room by me.
3. I understand and acknowledge that multiple other persons will have access to and use of the Bike Room and landlord does not guaranty that my bicycle or other personal property will not be damaged or stolen. Landlord is not a bailee of any of my property, and there is no express or implied bailment created by this Agreement or by my use of the Bike Room. I agree to use the Bike Room at my own risk, and agree to look to my own insurance for any damage or loss to my bicycle or other property placed in the Bike Room (or if I do not have insurance or have an insurance deductible, I agree that I am self-insuring for and will pay all such losses and/or deductible(s)). I further agree that I am responsible for the acts of any other person who uses my access card to gain access to the Bike Room.
4. I agree and acknowledge that the operator of the Bike Room, the owners and property manager and their respective successors, assigns, employees, shareholders, members, agents, managers, officers, and contractors (collectively, "landlord") shall not be liable for any claims, actions, causes of action, damages, expenses, costs or liabilities of any kind related to or arising from the Bike Room or my use thereof (including, without limitation, any claims or damages related to any injury, illness, harm, death, property damage or other loss) (collectively "losses") regardless of the cause therefore (including without limitation all losses relating to injury either to person or property resulting from or relating to COVID-19 or other communicable diseases within the Project, and any disinfection or sanitation methods used or not used by landlord), unless such losses shall have resulted solely and directly from the gross negligence or willful misconduct of landlord. **TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY WAIVE ON MY BEHALF AND ON BEHALF OF ANYONE CLAIMING BY, THROUGH, OR UNDER ME ANY CLAIM OR CAUSE OF ACTION AGAINST LANDLORD RELATING TO ANY SUCH LOSSES, UNLESS SUCH LOSSES SHALL HAVE RESULTED SOLELY AND DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.** In addition, I hereby agree to indemnify and hold landlord harmless from and against any expenses, costs, liabilities or costs (including reasonable attorney fees) associated with any claims or cause of action brought by me or any third person related to any losses, except to the extent that such claim or cause of action is determined to result directly and solely from the negligence or willful misconduct of landlord.

5. I acknowledge that: (i) I will abide by all rules and regulations (as may be amended from time to time) governing the use and hours of operation of the Bike Room, including without limitation rules and regulation relating to COVID-19; and (ii) landlord is not responsible for noncompliance with such rules and regulations by others using the Bike Room; and (iii) landlord will not get involved in any dispute between me and another person or entity relating to my bicycle or other property or occurrences in the Bike Room.
6. Landlord shall have no obligations or liability with respect to ensuring that Tenant or any other tenant or occupant of the Project complies with or causes its employees, contractors, visitors and invitees to comply with any of the foregoing rules and regulations, or is free from COVID-19 or other communicable diseases, or that any efforts of Landlord or its agents to disinfect or sanitize surfaces of the Project will prevent the spread of COVID-19 or other communicable diseases.
7. Violations of rules, abuses of equipment, or improper behavior, will, at the sole discretion of the owners, and operators, result in the immediate revocation of the privilege of using the Bike Room.

Employer/Suite Number	Name (Please Print)
Phone Number	Signature
Email Address	Date
Access Card Number	Point of Contact/Office Manager