



## BIKE ROOM WAIVER FORM

In consideration utilization of the bike room (the "Bike Room") located at 4040 North Fairfax Drive, Arlington, VA (the "Building"), the undersigned, being and employee of \_\_\_\_\_ ("Tenant"), a current tenant or occupant of the Building, hereby acknowledges and agrees that: (i) so long as Tenant is and remains a tenant or occupant of the Building and the undersigned remains an employee of Tenant, the undersigned shall have the non-exclusive right and license to use the Bike Room for the sole and limited purpose of temporarily placing and storing therein bicycles and certain ancillary items related thereto; (ii) the Bike Room is not a public facility, but rather is for the exclusive use of those individuals expressly authorized in writing by the Building to use the Bike Room and who execute this Bike Room Waiver Form (this "Waiver"; (iii) the Bike Room is not supervised or staffed and, as such, other users of the Bike Room may inadvertently or purposefully damage or remove any or all of the contents of the Bike Room; and (iv) the use of the Bike Room by the undersigned shall be and remain at all times subject to the rules, regulations, and policies then in effect by the Building from time to time (the "Rules"). The undersigned hereby acknowledges that any failure of the undersigned to follow any such Rules may result in a termination of the undersigned's right to continue using the Bike Room hereunder. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE USE OF THE BIKE ROOM SHALL BE AND REMAIN AT ALL TIMES AT THE SOLE RISK OF THE UNDERSIGNED, AND THAT NEITHER THE BUILDING NOR THE RELEASED PARTIES (AS HEREINAFTER DEFINED) HAVE ANY LIABILITY WHATSOEVER IN CONNECTION THEREWITH.

In consideration of the foregoing, and to the maximum extent permitted by applicable law, the undersigned, on behalf of himself/herself and his/her heirs, executors, administrators, and assigns, does hereby waive, release, and forever discharge CFO AV 4040 Beneficiary, LLC, Penzance Management, LLC, and their respective affiliates, partners, members, officers, agents, employees, contractors, lenders, representatives, successors, and assigns (collectively, the "Released Parties"), from and against, and further agrees to indemnify, defend, and hold harmless the Released Parties from and against, any and all claims, liabilities, responsibilities, damages, actions, costs, and expenses for injuries, damages, property loss, property damage, theft, or otherwise (collectively, "Claims") resulting from my access to and use of the Bike Room, the placement or storage of any bicycles, ancillary items, or other personal property therein, and from any other acts, omissions, or occurrences therein or in connection therewith, whether raised by or relating to the undersigned, any other third parties, or otherwise, including, without limitation, those caused by theft, damage, the negligent act or omission of the Released Parties, or otherwise in any way arising out of or connected with any of the foregoing, all of the same being at the undersigned's sole risk.

Any party benefited by the terms of this Waiver shall be entitled to rely on and enforce such terms. The name of the building and/or Building ownership may change from time to time for business or other reasons, and no such change will release or amend the undersigned's obligations hereunder. The terms and conditions contained herein, along with the Rules applicable to the Bike Room from time to time, constitute the full agreement between the building and the undersigned, and no oral promises are made are part of it.

I have read and fully understand this Waiver and the Rules for the Bike Room and hereby voluntarily execute and agree to the same.

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Tenant/Subtenant Name

\_\_\_\_\_ Tenant Authorization

\_\_\_\_\_

\_\_\_\_\_

Datawatch FOB Number

Suite Number

Witnessed By: \_\_\_\_\_

Managing Agent Representative