



**500 L'Enfant Plaza
Washington, DC 20024**

WAIVER OF LIABILITY

In consideration of the right to use the bicycle storage facilities located within the parking garage at 500 L'Enfant Plaza in Washington, DC, the undersigned acknowledges and agrees that none of DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., Cushman & Wakefield U.S., Inc. or any of their respective officers, members, affiliates, agents, managers, employees, successors, or assigns (collectively, the "Landlord Entities") shall be liable for any claims, demands, costs or expenses arising out of any theft, personal injury, property damage or other loss, cost, injury or damage which may be sustained by the undersigned in connection with its use of such facilities. In this regard, the undersigned hereby agrees to assume all risk of such occurrences and to hold the Landlord Entities harmless and indemnify and defend same against any and all claims, liabilities, damages, liens, and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from any such occurrences.

Furthermore, the undersigned acknowledges and agrees to abide by the following rules and regulations:

1. I understand that the Bike Room is unmanned and unsupervised at all times, and that Owner shall have no obligation to provide personnel, surveillance, or security in the Bike Room or to otherwise protect me or my bicycle from assault or theft or other any other harm to my property or my person, and I shall enter and use the Bike Room at my own risk.
2. I agree that I will not lend my security card to any other person and will not allow anyone into the Bike Room with my security card or otherwise, 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 unauthorized person that I have permitted to enter the Bike Room or the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury.
3. I agree that I will be responsible for any damage I cause to anyone's bike or to the Bike Room while using the Bike Room and shall indemnify Owner, Owner Parties and their successors and assigns from any claims from third parties related to any such damage.
4. I agree that I will only use the Bike Room for the storage of my bike and for no other purpose whatsoever, including, without limitation, for storage of other personal property, including any personal property of third parties. I agree that I will be responsible for any damage to property or injury to person caused by me or my bicycle in the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury, and will reimburse Owner and/or Owner Parties for the cost to repair any such damage within thirty (30) days of written demand therefore.



5. I agree to use caution when exiting and entering the Bike Room to prevent damage to walls and floors.
6. I acknowledge that I will abide by all rules and regulations governing the use of the Bike Room that Owner may adopt from time to time.
7. I declare that I have read, understood, agree to the contents of this informed waiver and release of liability agreement in its entirety.

User's Signature

Date

Printed Name/Tenant Name & Suite #

Access Card Type & Number