

# Bicycle Agreement & Release of Liability

Columbia REIT – 315 Park Avenue South, LLC ("Owner"), the owner of the building commonly known as 315 Park Avenue South (the "Building"), hereby grants to the undersigned, (herein referred to as "Licensee"), a revocable permit and license to park one bicycle in the designated bike rack located in the basement of the Building, in consideration of Licensee entering into this Agreement and Release.

Licensee understands that the permission and license granted hereby is revocable and terminable by Owner in its sole discretion at any time. However, the revocation and termination of the license shall not terminate the terms of this Agreement and Release, and this Agreement and Release will survive any such revocation and termination. Owner would not extend the permission and license referred to in this Agreement and Release without the agreement by Licensee to the terms hereof.

1. Licensee agrees to follow all rules and regulations established by Owner from time to time for the storage of bicycles and for the use of elevators and stairs for access to and from the bicycle storage area. The license granted is solely for daytime storage of a bicycle, and Licensee shall not perform any repairs or maintenance of bicycles in the Building.
2. Licensee shall keep the bicycle storage facility in a clean condition.
3. Access to and from the bicycle storage facility is only during the business hours of the Building, as determined by Owner. No access during hours other than business hours is permitted.
4. Licensee is responsible for any and all damage caused by Licensee to the bicycle storage area and any other portion of the Building resulting from Licensee's actions in the use of the license granted I hereby, and Licensee shall pay to Owner on demand any costs and expenses incurred by Owner in repairing, restoring or replacing any part of the bicycle storage area or the Building damaged by Licensee.
5. Licensee hereby releases from any legal liability, and hereby agrees not to sue, Owner, its officers, directors, members, agents, sub-agents and employees for any and all injuries of any kind that may be suffered or experienced by Licensee, or relating to any damage, vandalism or any other loss or theft of property, including assaults on Licensee, or theft of Licensee's bicycle or any other property, while in or about the Building and arising from Licensee's exercise of the permission and license granted hereby, whether or not such injury, damage or loss is caused by the active or passive negligence of Owner or any of its officers, directors, members, agents or employees.

-Signatures on Next Page-

**The intent of Owner and Licensee in entering into this Agreement and Release is to expressly allocate to Licensee the risk of certain events occurring in an unsupervised area of the Building that is provided for the convenience of Licensee, and this allocation and assumption of risk by Licensee is a reasonable expectation of Licensee in entering into this Agreement and Release. The undersigned freely assumes the risks associated with the activity permitted by this Agreement and Release.**

**I AM AWARE THAT THIS AGREEMENT AND RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Employer: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Access Card No: \_\_\_\_\_