

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
 Work Phone #: \_\_\_\_\_ Floor / Suite: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ HOS Badge: # \_\_\_\_\_

**400/444 NORTH CAPITOL STREET  
 BICYCLE ROOM WAIVER OF LIABILITY**

In order to use the Bicycle Room Facility and equipment (collectively, the “Bicycle Room Facility”) on the 1-C level of the garage located at 400/444 North Capitol St. NW, Washington, DC 20001 (“Building”), I hereby certify as follows:

1. I am an on-site, full time employee of \_\_\_\_\_, a tenant in the Building, and I have been authorized by my employer to use the Bicycle Room Facility.
2. I am in good physical condition and I am able to use the facilities and equipment in the Bicycle Room Facility, without risk of physical harm or injury to myself. I understand that I use the equipment at my own risk.
3. I will not invite guests to use the Bicycle Room Facility, and I will not provide access to the Bicycle Room Facility by persons who are not otherwise authorized to use the Bicycle Room Facility.
4. I understand in use of the equipment, there is the possibility of accidental or other physical injury. I AGREE TO ASSUME THE RISK OF SUCH INJURY AND INDEMNIFY AND HOLD HARMLESS 400/444 NORTH CAPITOL STREET MEBAR REALTY HOLDING TRUST (“LANDLORD”), LPC COMMERCIAL SERVICES, INC. (“LPCCS”), AND LINCOLN PROPERTY COMPANY (“LPC”), AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, AND ANY OFFICERS, DIRECTORS, SHAREHODERS, PARTNERS, EMPLOYEES, PERSONNEL, OR AGENTS THEROF, FROM LIABILITY FOR ANY AND ALL INJURY, ILLNESS, HARM OR DAMAGE RESULTING FROM MY USE OF THE BICYCLE ROOM FACILITY OR THE EQUIPMENT THEREIN.
5. I understand that Landlord, LPCCS and LPC do not represent that their employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
6. I understand that there is no personnel, surveillance, or security provided in the Bicycle Room Facility to protect me from third parties or other harm, and I enter and use the Bicycle Room Facility at my own risk.
7. **I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Bicycle Room Facility, and I agree that (a) I will fully comply with these Rules and Regulations as they are amended from time to time; (b) I am fully bound by all of the terms and conditions set forth in such Rules and Regulations; and (c) neither Landlord nor LPCCS/LPC shall be liable for the loss of, or damage to, any personal property, clothing, jewelry or other valuables that I bring into the Bicycle Room Facility.**

WITNESS/ATTEST:

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

Name (print or type): \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**400/444 NORTH CAPITOL STREET  
BICYCLE ROOM FACILITY RULES AND REGULATIONS**

The following Rules and Regulations are intended to make the Bicycle Room Facility at 400/444 NORTH CAPITOL STREET, NW Washington, DC. 20001 as safe, enjoyable and pleasant as possible for all users. These rules are applicable to all users and may be changed by Landlord from time to time in order to provide for the safe, orderly and enjoyable use of the Bicycle Room Facility and all equipment located therein. All capitalized terms shall have the meanings given to such terms in the Waiver of Liability to which these Rules and Regulations are attached.

1. Use. The Bicycle Room Facility may only be used by current, on-site employees of tenants of the Building (“Tenants”). Any current employee of a Tenant who has executed a valid Waiver of Liability may use the Bicycle Room Facility, subject to the terms and conditions set forth below. Users shall use the facilities and equipment within the Bicycle Room Facility solely for their intended use and purpose. Bicycle locks should be used to secure all bicycles on the provided bike racks in the room at all times. Locks will not be provided.
2. Operation. The Bicycle Room Facility may be used only during those operating hours that have been designated by Landlord, provided that the Bicycle Room Facility may not be used when it is closed for repair or cleaning, or due to an emergency. The Bicycle Room Facility is for daily use by tenants of the building while they are present at the building. The Bicycle Room Facility is not intended for extended bike storage. Bicycles and bicycle locks left in the Bicycle Room Facility for one week (5 business days) or greater, will be removed by the building staff. Landlord may change the designated hours of operation from time to time in its sole discretion. Lockers are for daily use by tenants of the building while they are present at the building. Locks left on the lockers for one day or greater will be removed by the building staff. Locks will not be provided.
3. Conduct. Any conduct which Landlord or the Building’s property manager believes unreasonably interferes with the use or enjoyment of the Bicycle Room Facility or of the equipment therein by other persons, or which disrupts or interferes with the safe, orderly and efficient operation of the Bicycle Room Facility or the equipment therein, is strictly prohibited.
4. Use of Tobacco Products. Smoking of any kind or any other consumption of tobacco products is strictly prohibited.
5. Solicitations and Petitions. Solicitations for the sale of any product or service, or for charitable contributions or political or other petitions of any kind are strictly prohibited.
6. Identification. Users must present their access card/HOS Badge upon request by any employee of Landlord, the Building’s property management company or Building service officers for identification purposes. Landlord, its property management company, and any future operator of the Bicycle Room Facility assume no responsibility for lost or stolen access cards.
7. Notices, Complaints or Suggestions. Users of the Bicycle Room Facility must immediately notify the property management office in the event that they discover any defective, unsafe or hazardous condition in, or relating to the use of, the Bicycle Room Facility or the equipment therein, or any breakage, sickness, fire or disorder at the Bicycle Room Facility. Complaints or suggestions as to the operation, maintenance, services or equipment at the Bicycle Room facility are welcome. Such notices, complaints or suggestions should be sent to Landlord in care of the Building’s property manager.
8. Violation of Rules. Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges upon notice from Landlord, the Building’s property manager or, if applicable, any operator of the Bicycle Room Facility.
9. Maintenance. No user shall leave litter, trash, debris or articles of clothing at the Bicycle Room Facility.
10. **No Liability.** Landlord, the property manager and any future operator of the Bicycle Room Facility assume no liability for any personal property, clothing, jewelry or other valuables brought into or stored in the Bicycle Room Facility. Each user assumes all liability and responsibility for any loss or damage to any such personal property, clothing, jewelry or other valuables.
11. Access. Access into the Bicycle Room Facility is through a DataWatch card reader. To obtain access, an employee of a Tenant must complete and submit to the property management office a Waiver of Liability. At that time, the access authorization will be provided. Landlord, the property manager and any future operator of the Bicycle Room Facility reserve the right to change the method of access at any time, without notice.