

# BIKE PARKING ACCESS REQUEST

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### Waiver and Release of Claims - The Summit Bike Storage

I, hereby request permission to use the bicycle storage room, located on Level P1 of the parking garage at The Summit, 10885 NE 4th Street, Bellevue, WA together with any and all equipment and other facilities related thereto (the "Bicycle Storage Room"). I understand and acknowledge that the Bicycle Storage Room is not for public use, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by KRE Summit 1, 2, Owner LLC C/O Urban Renaissance Group ("Landlord") or its authorized representative to use the Bicycle Storage Room, and who read and sign this WAIVER AND RELEASE. I understand that my use of the Bicycle Storage Room shall be unsupervised and that any and all employees or agents of Landlord or its authorized representative who may be present at any time during my use of the Bicycle Equipment are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with physical activities, riding bicycles, or other activities customarily undertaken with bicycles, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in physical activities, riding bicycles, or other activities customarily undertaken with bicycles without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I hereby assume all of the risks of using the Bicycle STORAGE ROOM. I further acknowledge and agree that, in consideration for being permitted to use the Bicycle STORAGE ROOM, I shall be entirely responsible for, and I hereby waive and release any and all CLAIMS I have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death, arising out of (i) my use of the Bicycle Equipment, (ii) the negligence or other acts of the Landlord Parties, whether directly connected to my use of the Bicycle Equipment or not, and however caused, or (iii) the condition of the Bicycle Equipment. Further, I agree to indemnify, hold harmless, and promise not to sue, the Landlord parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY use of the Bicycle STORAGE ROOM, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A landlord party. I also agree that my use of the Bicycle Storage Room shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord in relation to the Bicycle Storage Room. I agree that my failure to use the Bicycle Storage Room in accordance with the Rules and Regulations or as directed by such agents or representatives in relation to the Bicycle Storage Room may result in the permanent loss of my privileges to use the Bicycle Storage Room. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will. This Waiver and Release of Claims Arising Out of Use of the Bicycle Storage Room shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity. instructions or directions given by the employees, agents or representatives of Landlord in relation to the Bicycle Storage Room. I agree that my failure to use the Bicycle Storage Room in accordance with the Rules and Regulations or as directed by such agents or representatives in relation to the Bicycle Storage Room may result in the permanent loss of my privileges to use the Bicycle Storage Room. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will. This Waiver and Release of Claims Arising Out of Use of the Bicycle Storage Room shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

Initials: \*

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## Rules and Regulations of the Bicycle Storage Room

- 1.) Use of the Bicycle Storage Room is limited to tenants of The Summit only. No guests are allowed.
- 2.) You may not use the Bicycle Storage Room unless you have read, understood and signed the Waiver and Release of Claims Arising Out of the Use of the Bicycle Storage Room.
- 3.) Retention of a bicycle overnight is strictly prohibited. Bicycle stalls are available on a first come, first served basis and Landlord cannot guarantee the availability of a bicycle stall at any time.
- 4.) Wear a helmet and proper attire at all times while using the Bicycle Storage Room. The helmet must fit on top of your head, and must remain centered on your head. After a crash or any impact that affects your helmet, whether visible or not, you must replace the helmet immediately.
- 5.) A key card is required to gain access to the Bicycle Storage Room. Subject to availability, you will be provided key card access to the Bicycle Storage Room. The key card issued to you may not be used by anyone other than you.
- 6.) Do not use the Bicycle Storage Room unless you are knowledgeable about how to use it properly. Landlord does not provide training regarding the use or operation of the Bicycle Storage Room.
- 7.) You are solely responsible for any damages to or theft of your bicycle and/or related equipment while such bicycle and/or related equipment are in the Bike Storage Room.
- 8.) You must follow the rules of the road at all times, including: (a) riding with traffic and obeying the same laws as motorists while using the garage, (b) obeying all traffic control devices, such as stop signs, lights, and lane markings, (c) always looking back and using hand and arm signals to indicate your intention to stop, merge or turn, and (d) obeying all applicable rules and regulations of bicycle use in the area in which you are riding the bicycle.
- 9.) You must be visible at all times when in the garage, including: (a) riding where drivers can see you, and (b) wearing brightly colored clothing at all times.
- 10.) You must be predictable at all times, including: (a) riding in a straight line and not swerving between parked or stopped cars, (b) making eye contact with motorists to indicate that you are present, and (c) not riding on any sidewalks.
- 11.) You must anticipate conflicts at all times, including: (a) being aware of traffic around you and being prepared to take evasive action, (b) learning and applying braking and turning techniques to avoid crashes, and (c) being extra alert at intersections.
- 12.) Report any injuries, defective equipment or other problems immediately to Landlord.
- 13.) Observe bicycle etiquette and demonstrate courtesy toward others at all times while using the Bicycle Storage Room.
- 14.) Offensive behavior of any kind will NOT be tolerated while using the Bicycle Storage Room. Your right to use the Bicycle Storage Room for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Bicycle Storage Room. Any behavior you feel is inappropriate should be reported to Landlord immediately.
- 15.) No alcohol, drugs, and/or banned substances are allowed while using the Bicycle Storage Room.
- 16.) Landlord is not responsible for personal belongings or lost or stolen items.

Initials: \*

The Bicycle Storage Room is for the enjoyment of all Summit tenants and their employees. Please assist us in maintaining the cleanliness of the Bicycle Storage Room. Please report any problems immediately to Landlord.

Company:

Access Card Number:

Work Email Address:

Printed Name:

Signature:

Once completed, please forward this waiver to your company's designated property management liaison - this may be your facilities team, reception, or office manager. Please allow one week for processing -Thank you!