

## Bike Hub Release and Waiver of Liability

The undersigned acknowledges that he or she is voluntarily using the Bike Hub, and in exchange for the use of the Bike Hub, the undersigned agrees to the following:

The undersigned acknowledges and agrees to be bound by all Rules and Regulations now or hereafter adopted by World Trade Center Northwest Corporation (as defined in the Bike Hub Access Card Agreement executed concurrently herewith) and agrees to use the Bike Hub at his/her own risk. The undersigned voluntarily assumes all risk of personal injury and/or death and/or property damage and/or property loss sustained while using the Bike Hub, including the equipment and showers therein. The undersigned further releases and discharges World Trade Center Northwest Corporation, and its employees, contractors, agents, affiliates, successors and assigns (collectively, "Landlord") from, and covenants not to sue Landlord for, from any and all claims, liabilities, damages, expenses or causes of action (including, without limitation, attorneys' fees, costs and expenses, whether or not suit shall be brought) arising directly or indirectly from any use of the Bike Hub (including its equipment and showers) by the undersigned, guests or invitees of the undersigned, or any third party gaining access to the Bike Hub by means of the undersigned's access card (collectively, "Claims"), and shall hold Landlord harmless from and indemnify and defend Landlord against any and all Claims.

The undersigned acknowledges that the lockers in the Bike Hub locker room are for daily use only. Any personal property left in the showers and lockers overnight will be removed and discarded. Landlord shall not be liable for any lost, stolen, damaged or discarded property left in the Bike Hub, including its showers and lockers. The undersigned understands and acknowledges that no fitness expert or any other health authority staffs the Bike Hub, and the Bike Hub shall not be required to be equipped with security cameras or other surveillance equipment, or staffed with security or other personnel.

Should any provision of this Agreement be determined to be invalid or unenforceable, it shall be deemed severed from this Release and Waiver of Liability, and such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

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**Participant's Signature**

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**Participant's Printed Name**

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**Date**

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**Participant's Employer Name**