

**Alexander Court
2001 K LLC
BIKE ROOM
Waiver and Release Liability**

RULES AND REGULATIONS

The following rules and regulations are intended to make the Alexander Court Bike Room (“Bike Room”) a safe environment for all users. These rules are applicable to all users and may be changed from time to time by Alexander Court building management in order to provide for safe use of the facility and equipment.

I understand that, so long as Tenant is a lessee of the Building and I am an employee of Tenant, I may use the Bike Room located on the lower level of the Building, subject to the rules and regulations of the Bike Room. I acknowledge that the Bike Room is not supervised or staffed. I voluntarily assume all risks associated with my use of the Bike Room and understand Landlord (as defined below) is not responsible for theft, loss of personal property or injury including both injury, death damage, expense, claim or loss including, but not limited to exposure of COVID-19.

I HEREBY AGREE AND ACKNOWLEDGE that there are enhanced risks and dangers in entering or accessing the fitness center in-person during the COVID-19 pandemic. Furthermore, I agree to assume all risks and dangers, whether foreseeable or not, to enter the property at my own risk and to be responsible for all losses and/or damages, whether caused in whole or in part by negligence or other conduct of the owner or ground lessee of the property (“Landlord”), its managing agent, their respective employees or by any other person. Furthermore, I agree to abide by the rules and regulations issued by Landlord, the social distancing guidelines established by the City, State, other governmental agency and the guidance issued by the Center for Disease Controls and Prevention (CDC).

In consideration for being permitted to use the Bike Room, I hereby waive, release and discharge 2001 K LLC, and Cassidy Turley Real Estate d/b/a Cushman and Wakefield, and all of their respective direct and indirect partners, members, officers, directors, employees and agents (each such person and entity individually, and all such persons, and entities collectively, referred to herein and the “Landlord”) from any and all claims and causes of action of any nature whatsoever which I ever have against Landlord on account of or arising in connection with my use of the Bike Room.

I further agree to indemnify and hold Landlord harmless from and against any and all loss, cost, damage and expense (including reasonable attorney’s fees and cost) which Landlord may sustain or incur as a result of or in connection with my use of the Bike Room.

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I have read and fully understand the Rules and Regulations for the Bike Room and the above waiver, release, indemnity and hold harmless provisions.

- ◆ Signature _____
- ◆ Name _____
- ◆ Date _____
- ◆ Company _____
- ◆ Access Card # _____
- ◆ Email Address _____

For the use of Alexander Court North only

- ◇ Date Activated _____