

Waiver and Release of Claims Arising Out of the Use of the Bicycle Equipment

I, _____ hereby request permission to use the bicycles, located at One South Dearborn, 1 S. Dearborn St., Chicago, IL together with any and all equipment and other facilities related thereto (the "Bicycle Equipment"). I understand and acknowledge that the Bicycle Equipment is not for public use, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by South Dearborn, LLC C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the Bicycle Equipment, and who read and sign this **WAIVER AND RELEASE**.

I understand that my use of the Bicycle Equipment 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 EQUIPMENT. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BICYCLE EQUIPMENT, 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 EQUIPMENT, 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 Equipment 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 Equipment. I agree that my failure to use the Bicycle Equipment in accordance with the Rules and Regulations or as directed by such agents or representatives in relation to the Bicycle Equipment may result in the permanent loss of my privileges to use the Bicycle Equipment. 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 Equipment shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

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Rules and Regulations of the Bicycle Equipment

1. Use of the Bicycle Equipment is limited to tenants of One South Dearborn only. No guests are allowed.
2. You may not use the Bicycle Equipment unless you have read, understood and signed the Waiver and Release of Claims Arising Out of the Use of the Bicycle Equipment.
3. The hours of operation of the Bicycle Equipment are Monday through Friday, 6:00 a.m. – 6:00 p.m. Retention of a bicycle overnight is strictly prohibited. Bicycles are available on a first come, first served basis and Landlord cannot guarantee the availability of a bicycle at any time.
4. Wear a helmet and proper attire at all times while using the Bicycle Equipment. 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 is required to gain access to a bicycle. Subject to bicycle availability, you will be provided a key to access a bicycle. The key issued to you may not be used by anyone other than you.
6. Do not use the Bicycle Equipment unless you are knowledgeable about how to use it properly. Landlord does not provide training regarding the use or operation of the Bicycle Equipment.
7. You are solely responsible for any damages to or theft of a bicycle and/or related equipment while such bicycle and/or related equipment are in your possession or control, and you will reimburse Landlord for the cost to (a) repair any damage to a bicycle and/or related equipment caused while in your possession or control and deemed necessary by Landlord, in its sole discretion, and (b) replace a bicycle and/or related equipment that was stolen while in your possession or control.
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 roads, (b) using the rightmost lane that heads in the direction that you are traveling, (c) obeying all traffic control devices, such as stop signs, lights, and lane markings, (d) always looking back and using hand and arm signals to indicate your intention to stop, merge or turn, and (e) 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, 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 at (312) 386-8300 or osd@hines.com.
13. Observe bicycle etiquette and demonstrate courtesy toward others at all times while using the Bicycle Equipment. Show respect for the Bicycle Equipment at all times.
14. You **must** lock bicycle to the frame at all times while not riding.
15. No alcohol, drugs, and/or banned substances are allowed while using the Bicycle Equipment.
16. Landlord is not responsible for personal belongings or lost or stolen items.

The Bicycle Equipment is for the enjoyment of all One South Dearborn tenants and their employees. Please assist us in maintaining the cleanliness of the Bicycle Equipment. Please report any problems immediately to Landlord.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

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