

Brookfield

2001 M Street Bicycle Room Waiver and Release of Claim

I hereby agree that my use of the 2001 M Street (the "Building") bicycle room (the "Bike Room") shall be expressly subject to the following acknowledgements, terms, and conditions:

1. I realize that the Bike Room does not have an attendant or supervisor.
2. I realize that bicycling, like all forms of exercise and physical activities, may result in injury and other adverse physiological effects. I realize that the Owners (defined herein) and their respective employees, personnel or agents do not have expertise in diagnosing or treating medical conditions.
3. I agree to use the Bike Room and any equipment and facilities located therein entirely at my own risk. I will not hold Brookfield Properties Corporation, Brookfield Financial Properties, L.P., 2001 M Co. LLC (including any of their successors or assigns, the "Owners") or any officer, employee or agent of the Owners responsible for loss, damage, liability or injury, of any nature whatsoever, resulting from bicycling, use of the Bike Room facilities or equipment, bicycling in or around the Building, or the actions or conduct of others in or around the Bike Room in connection with their use of the Bike Room.
4. I waive and release any and all causes of action, claims, demands, damages, and liability whatsoever that I or my representative may have now, or in the future against, the Owners, or any officer, employee or agent of the Owners, relating to bicycling, use of the Bike Room facilities or equipment, bicycling in or around the Building, or the actions or conduct of others in or around the Bike Room in connection with their use of the Bike Room and I agree to indemnify and hold such entities and persons harmless from any such actions, claims, demands, damages and liability. I, or my representatives, will not file a lawsuit or any other kind of complaint or action against the Owners or any officer, employee or agent of the Owners, concerning such cause of action, claims, demands, and liabilities whatsoever.
5. All personal property that I may bring into the Bike Room shall be brought in at my own risk, and the Owners or any officer, employee or agent of the Owners shall not be liable for any damage thereto or for the theft or misappropriation thereof.
6. I will only secure my bicycle to the provided bicycle racks, and not to any other facility in the Bike Room or Building. I understand that the bicycle racks are available on a first come, first served basis. I will remove my bicycle and all my personal property from the Bike Room at the end of each week (including all personal property stored in the Bike Room lockers).
7. I acknowledge that I am an employee of the Tenant designated below, at the Building.
8. I have read the Rules and Regulations and agree to follow the rules and regulations (subject to revision) created by the Owners with respect to my use of the Bike Room.

Employee:

Manager:

Signature

Date (Office Mgr/Admin Office signs to confirm this individual is a current 2001 M Street employee)

Print Employee Name

Company Name

Email

Office Manager or Admin Officer Name

Access Card # // Contact phone number

Tenant name

Description of bicycle