

Bike Rack Cage

WAIVER AND INDEMNIFICATION AGREEMENT

As a condition to, and in consideration of, my use of the **Bike Rack Cage** located at 1900 K Street, NW, Washington, DC ("The Facility"); I hereby certify, covenant and agree as follows:

This Waiver and Indemnification Agreement is entered into this _____ day of _____, 20____, by and between _____ as individual and Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account.

WHEREAS, Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account has agreed to allow me to park my bicycle in the bike rack cage in the parking garage located at 1900 K Street, N.W., Washington, D.C. (the facility) subject to the rules and regulations established from time to time by Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account,

WHEREAS, in consideration thereof the undersigned has agreed to indemnify and hold harmless Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and Hines Interests Limited Partnership and any officers, directors, shareholders, partners, employees, agents and affiliates thereof (the Indemnified Parties) from all damages, costs, claims, or liability resulting therefrom or related thereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned hereby agrees that the Indemnified Parties shall not be liable for any loss, cost, damage or injury to the undersigned or other persons in and about the Facility arising out of or related to the undersigned's access to or use of the Facility or occurring in or about to the condition of the Facility or security for the Facility. The undersigned expressly waives all claims against and agrees to indemnify, defend and to save harmless The Indemnified Parties in all such cases. The undersigned agrees that all personal property owned by the undersigned on or about the Facility shall be and remain at its sole risk and the Indemnified Parties shall not be responsible nor liable for any damage to or loss of such property arising from any cause whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver and Indemnification Agreement as of the date first above written.

(Print Name)

Kastle Card Number : (Important)

Signature:

Date:

Firm:

Phone Number:
