

Bike Rack Cage

WAIVER AND INDEMNIFICATION AGREEMENT

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

1. My use of the Bike Rack Cage shall be subject to the rules and regulations established from time to time by the Property. I acknowledge that the owner or property manager of the Property may elect to terminate my privilege of use of the Bike Rack Cage at any time, with or without cause.

2. I agree that my use of the Bike Rack Cage and access thereto through the Property shall be at my own risk. I understand the owner and property manager of the Property are not responsible for providing security or supervision and recognize the inherent risk to me and my property in using the Bike Rack Cage. I hereby acknowledge that use of the Bike Rack Cage or access thereto through the Property could cause physical injury or death or loss or damage to my personal property, including, without limitation, due to theft of my bicycle or other criminal acts or due to collision with a vehicle. As a material consideration for the owner of the Property to grant me the privilege to use the Back Rack Cage in the Property, I hereby assume the risk of any and all accidents, injuries, death and damages of any kind which may be sustained by me (including any accidents, injuries, death or damages resulting from the actions or omissions of another person using the Property) which are caused by or in connection with my use of the Bike Rack Cage or access thereto through the Property.

3. I further agree to indemnify and hold harmless, and not to seek any damages, compensation or recovery whatsoever from the owner of the Property, Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and its management agent, Hines Interests Limited Partnership, and any officers, directors, shareholders, partners, employees, agents and affiliates thereof (the "Indemnified Parties") with respect to any and all liabilities, losses, costs, damages, claims, expenses (including attorney's fees), actions, causes of action, suits or liabilities of every kind and nature whatsoever, including without limitation those as to illness, harm, bodily injuries, including death at any time resulting therefrom, and loss or damage to property, and the consequences therefrom, in any manner incident to, arising out of, or in consequence of my use of the Bike Rack Cage or access thereto through the Property.

4. By signing this Agreement, I understand that the foregoing waiver of liability will apply to any and all claims against the Indemnified Parties for any such claims, demands, personal injuries, costs, property loss or other damages resulting from or arising out of any of foregoing risks at the Bike Rack Cage or the associated Property. I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Indemnified Parties, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated resulting from or arising out of my use of the Bike Rack Cage or access thereto through the Property, including those which arise out of the negligence of the Indemnified Parties.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY. This agreement waives and releases not only claims against the owner of the Building, Teachers Insurance And Annuity Association Of America, for the benefit of its Separate Real Estate Account, and the property management company, Hines Interests Limited Partnership, but also their respective officers, directors, shareholders, partners, partners, employees, agents and affiliates.

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

(Print Name)

Kastle Card Number : (Important)

Signature

Date

Email Address

Phone Number