

**Watergate Holdings I & II, LLC  
Waiver of Liability**

In order to use the bike enclosure located on **B2 at 600 New Hampshire Avenue, NW, Washington, DC** (hereinafter referred to as "Bike Room"), I hereby certify as follows:

1. **Use.** Only those individuals who have executed a Waiver of Liability may use the Bike Room; no guests are permitted.
2. **Hours of Operation.** The Bike Room may be used anytime except during periods of repair, cleaning or emergency.
3. **Conduct.** Any conduct which unreasonably interferes with the use of enjoyment of the facility by other persons, or disrupts or interferes with the normal, safe, orderly, and efficient operation of the bike room or equipment is strictly prohibited.
4. **Identification.** Users must present their magnetic access Datawatch key fob upon request by Akridge Employees for identification purposes. Akridge assumes no responsibility for lost or stolen key fobs.
5. **Food and Beverages.** Food and beverages are prohibited and shall not be brought into the bike room for consumption within the facility with the exception of water.
6. **Lockers.** Lockers are available on a first come, first serve basis for any user of the bike room. You must bring your own lock to secure your personal belongings inside of the lockers. You must remove personal locks when periodic cleaning is requested by building management.
7. **Violation of Rules.** Failure or refusal to comply with these rules and regulation may result in the loss of individual privileges upon notice from Akridge.
8. **Maintenance.** No user shall leave any litter, trash, debris, or articles of clothing in the bike room.
9. I understand that in using the Bike Room, there is a possibility of accidental or other physical injury and/or loss or damage of property (collectively, "Loss"). I AGREE TO ASSUME THE RISK OF SUCH LOSS AND INDEMNIFY AND HOLD HARMLESS WATERGATE HOLDINGS I & II, LLC ("LANDLORD") AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, OR AGENTS OF LANDLORD, FROM LIABILITY FOR ANY AND ALL INJURY, ILLNESS, HARM, LOSS OR DAMAGE RESULTING FROM MY USE OF THE BIKE ROOM.
10. I understand that there is no personnel, surveillance, or security provided in the Bike Room to protect me or my property from third parties or other harm, and I enter and use the Bike Room at my own risk.
11. I acknowledge that I will abide by all rules and regulations governing the use of the Bike Room that may be adopted from time to time.
12. I agree that I will not lend my security card to anyone on penalty of revocation without notification.
13. I agree that I will not use my security card to allow anyone into the Bike Room with my card on penalty of revocation without notice.
14. I agree that I will be responsible for any damage I cause to the equipment in the Bike Room or to the Bike Room itself.

**USER OF THE BIKE ROOM:**

Name: \_\_\_\_\_

DATAWATCH Card Number \_\_\_\_\_

Company \_\_\_\_\_

Signature Date \_\_\_\_\_