

BICYCLE STORAGE WAIVER & RELEASE

I, _____, hereby state, acknowledge and agree to the following on this ____ day of _____, 20__:

1. I am an on-site employee of _____, a tenant of The Towers at Park Central office project (consisting of the three (3) office buildings known as Park Central 7, 8 and 9 located at 12750, 12770 and 12790 Merit Drive, Dallas, Texas 75251) (collectively, the “Project”), and I am hereby authorized by my employer to use the bicycle storage facility located in one of the parking garages servicing the Project (the “Facility”).
2. I will not invite, encourage or permit the use of the Facility by any other person, and will not disclose the door lock combination for (or, as applicable, use of access card to) the Facility, if any, to any other person. I will only use the Facility for storage of one (1) bicycle. I acknowledge however that any bicycle left in the Facility for more than seven (7) consecutive days (including nights) may, at the sole discretion of the owner of the Project, be subject to confiscation by said owner without liability or compensation of any kind to me or anyone claiming by, through or under me.
3. I understand that the Facility shall be available on a first-come, first-serve basis each day and will be unmanned and unsupervised. I agree to return the access card, if any, upon cessation of my employment with the above-named tenant of the Project.
4. I am at least 18 years of age and assume full responsibility for my use of the Facility at my sole risk and shall abide by the rules and regulations for the use of the Facility that are in effect from time to time.
5. **I, for myself, my heirs and representatives, hereby release, discharge, waive and hold harmless the Project Owner and its agents (including without limitation Parmenter Realty & Investment Company d/b/a Parmenter Realty Partners) and their respective employees, successors, assigns, and heirs, from and against any and all claims, damages or liabilities of any kind (including without limitation attorneys’ fees) arising from or related to: (i) any injury to me (including death), (ii) damage to, loss of, or theft of my property or (iii) any other injury, loss or damage, occurring in the Facility or resulting in any manner from my presence in or my use thereof. All releases, discharges, waivers and hold harmless obligations contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by willful misconduct or gross negligence of such beneficiary.**

Tenant Employee Signature: _____

Printed Name: _____

Bike Description: _____

Date: _____