

**1 BANK OF AMERICA CENTER
WAIVER AND RELEASE – BICYCLE STORAGE AND LOCKER ROOMS**

User Name: _____
Home Address: _____
Home Telephone:(_____) _____ Cell: (_____) _____
Company [Bank of America/Tenant Name]: _____
Work Address: _____
Work Telephone: (_____) _____ Email: _____
Make/Type of Bicycle: _____

In consideration for the use of the bicycle storage area and locker rooms located on the lower levels of the above referenced building (collectively, the “Facilities”), the undersigned acknowledges to and agrees for the benefit of Bank of America, National Association (“Owner”) and its building manager, JLL (“Manager”), as follows:

1. The undersigned is an employee, associate, director, officer or owner of the Company listed above.
2. The undersigned shall use the Facilities only in accordance with the rules and regulations promulgated by Owner/Manager from time to time, a copy of which are attached hereto and made a part hereof. It is the responsibility of the undersigned to read and understand the provisions of this Waiver and Release, including the attached Rules and Regulations. By his/her signature below, the undersigned acknowledges that he/she has read and understands the provisions of this Waiver and Release, including the attached Rules and Regulations.
3. The undersigned’s use of the Facilities shall be for a period no longer than six (6) months, which may be renewed by Owner/Manager, at Owner’s/Manager’s sole discretion. This Waiver and Release provides the right to use the Facilities only temporarily and no bailment is created hereby. Furthermore, upon notice to the undersigned, Owner/Manager may terminate the use of the Facilities at any time in Owner’s/Manager’s sole discretion.
4. The operation and use of the Facilities will NOT be supervised by Owner or its Manager and the undersigned agrees that neither Owner nor Manager nor their respective successors, assigns, affiliates, directors, officers, employees, agents and partners (collectively, “Owner/Manager Parties”) will be responsible for any personal injury or loss of personal property, including, but not limited to theft or damage of bicycles.
5. ALL USE OF THE FACILITIES BY THE UNDERSIGNED SHALL BE AT THE SOLE RISK OF THE UNDERSIGNED AND NEITHER OWNER NOR MANAGER NOR THE OWNER/MANAGER PARTIES SHALL HAVE ANY LIABILITY THEREFORE. The undersigned hereby irrevocably and unconditionally (i) releases Owner, Manager and the Owner/Manager Parties from any and all losses, claims, demands, causes of actions, costs and expenses, including attorney’s fees, damages or liabilities whatsoever of any nature, including bodily injury or death, caused by or incurred as a result of or arising indirectly or directly from the undersigned’s use of the Facilities, and (ii) agrees to indemnify, defend and hold Owner, Manager and the Owner/Manager Parties harmless from any loss or liability incurred by them as a result of the undersigned’s acts or omissions within or about the Facilities, including any loss or liability resulting from property placed or stored in the Facilities.

THIS WAIVER AND RELEASE was executed by the undersigned with full knowledge of its contents.

By: _____
Print Name: _____
Date: _____
Access Card: _____

PROPERTY MANAGER ACKNOWLEDGEMENT:

By: _____
Title: _____
Date: _____

1 BANK OF AMERICA CENTER
RULES AND REGULATIONS - BICYCLE STORAGE AND LOCKER ROOMS

1. The Bicycle Storage and Locker Rooms will be open from 5:00 a.m. to 10:00 p.m. 7 days a week. Owner/Manager reserves the right to change the hours of operation from time to time.
2. The Bicycle Storage and Locker Rooms are for the use of Bank of America employees and tenants of the building only. Authorized participants shall not lend their access cards to any other person or party.
3. Use of the Bicycle Storage is restricted to the storage of bicycles only.
4. All persons using the Bicycle Storage agree to do so at their own risk. Bicycles must be locked at all times. Locks will not be provided.
5. Bicycles are to be stored on the racks only. Entrances/exits should not be blocked nor should bicycles be positioned in a manner that will impede others from entering or exiting the Bicycle Storage.
6. Smoking is not permitted in the Building, including the Bicycle Storage and Locker Rooms.
7. Bicycles may not be operated in any part of the building, including the parking garage, except as necessary for access to the Bicycle Storage.
8. No overnight storage of bicycles. Bicycles left in the Bicycle Storage for more than three (3) consecutive nights shall be deemed abandoned and may be removed/disposed of (including removal of locks by force) by Owner/Manager without liability. Owner/Manager reserves the right to remove any bicycle(s) immediately if same presents a safety concern in Owner's/Manager's sole discretion.
9. All persons using the Locker Rooms agree to do so at their own risk. Do not leave valuables or other items unsecured. Locks should be used to secure any items placed in the lockers. Locks will not be provided. Owner/Manager reserves the right to open (including removal of locks by force) and inspect the contents of any lockers deemed necessary.
10. Lockers are to be used on a daily basis and all items and locks are to be removed after daily use. Locks and items left in the Locker Rooms at the close of each day shall be deemed abandoned and may be removed/disposed of (including removal of locks by force) by Owner without liability.
11. The use of cameras (including camera phones) is prohibited in the Locker Rooms.
12. No running in the Locker Room.
13. All persons using the shower facilities in the Locker Room shall dry off within the shower area and shall not track water through the Locker Room or building.
14. All persons using the Locker Room shall maintain the locker and shower areas in a cleanly manner and properly dispose all trash.
15. Any suspicious activity, injury, vandalism or damage shall be reported to security and/or Manager immediately.
16. Glass items are prohibited in the Bicycle Storage and Locker Rooms.
17. Alcohol is prohibited in the Bicycle Storage and Locker Rooms.
18. Access to (and costs associated therewith) the Bicycle Storage and Locker Rooms (i.e., key, badge, iris recognition) shall be at Owner's sole discretion.
19. Owner reserves the right to add, change or delete any rule or regulation herein contained and to change the method of operation of the Bicycle Storage and Locker Rooms to ensure maximum enjoyment thereof. Failure to comply with these rules and regulations may result in revocation of the right to use the Bicycle Storage and Locker Rooms.