

111 & 115 Broadway
Bike Room Release and Assumption of Risk

First Name:	Last Name:
Home Address:	Home Phone:
City: State: Zip:	Work Phone:
Company Name:	Suite Number:
Email:	Make/Type of Bicycle:

I, _____ (*print full name*), hereby agree to fully release and forever discharge TRINITY CENTRE LLC, its managing agent and its respective partners, affiliates, managers, principals, officers, directors, agents, employees, and contractors (collectively, “Owner”) from, and agree to hold Owner harmless against, any and all claims, demands, actions, and causes of action arising out of or related in any way to my use of the equipment, bike facility or other facilities (collectively, the “Released Liabilities”) in connection with Owner’s bike room (the “Bike Room”), which Bike Room is located in the lower level of 111 Broadway, New York, New York, with access on Thames Street. I understand and acknowledge that, by signing my name below, I am releasing Owner from all tort and civil liability to the fullest extent permitted by law for the Released Liabilities. I waive any claim I may have against Owner in connection with any of the Released Liabilities and agree not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against Owner in connection with any of the Released Liabilities. To the fullest extent permitted by law, I release Owner from all liability for any claims that are based in negligence or other action or inaction. Furthermore, and without limiting the foregoing, Owner shall not be responsible or liable for any damaged, lost, or stolen bikes.

I understand that the Bike Room is available for the exclusive use of tenants of Owner, and I agree to abide by Owner’s policies regarding use of the Bike Room, including the Bike Room Rules & Regulations attached hereto. I understand that I leave my bicycle at my own risk, and Owner is not responsible for fire, theft, damage, or loss to the bicycle or to any property left with my bicycle. I expressly assume and accept any and all risk of injury or death with full knowledge of the risks inherent in use of and access to the Bike Room.

If any portion of this Bike Room Release and Assumption of Risk (this “Release”) is deemed by a court of competent jurisdiction to be invalid, then the remaining portions shall remain in full force and effect. This Release shall be construed and enforced in accordance with the laws of the state of New York.

I agree that my access to the Bike Room is a privilege, not a right, and may be withdrawn for any reason or no reason in the sole discretion of Owner. I understand that I may not bring other individuals, including children, visitors, or guests to the Bike Room. I acknowledge that, although I may not initially be charged a fee for use of the Bike Room, Owner may, at any time, require payment for the use of the Bike Room or any of its services and may require users to execute a membership application agreement regarding such use.

This Release is given in consideration of the permission granted to me by Owner to enter and use the Bike Room and shall be binding upon the parties and their respective successors and assigns.

Signature

Date

111 & 115 Broadway
Bike Room Rules & Regulations

- **Hours:** Weekdays - 7:00 a.m. to 8:00 p.m. • All bicycles must be removed nightly by 8:00 p.m., as Users will not be permitted to access the Bike Room after 8:00 p.m. Overnight bicycle storage is strictly prohibited. The Bike Room will be closed on all Building holidays, Saturdays and Sundays. Any bikes stored overnight maybe removed by Building Management, and Building Management will not be responsible for returning or replacing a bike that is not removed by 8:00 p.m.
- **Location:** The Bike Room is located in the lower level of 111 Broadway, with access on Thames Street.
- **Eligibility:** The Bike Room is available for use to tenants of 111 and 115 Broadway, New York, New York (collectively, the "Building") only, on a non-exclusive, first-come, first-serve basis.
- **Access:** All eligible tenants seeking access will need to sign a Bike Room Release and Assumption of Risk (the "Release") before access is granted. Upon submitting a fully executed Release to Building Management, access will be granted to the Bike Room via your Building ID card. Users must utilize their Building ID card each and every time a User wishes to access the Bike Room. Please take caution when entering / exiting the Bike Room and the surrounding areas providing access thereto.
- **User:** A user is defined as a current Building tenant that has a fully-executed Release on file with Building Management.
- **Guests:** A guest is defined as any individual, Building tenant or otherwise, who does not have a fully executed Release on file with Building Management.
- **Unauthorized Access:** Guests are not permitted in the Bike Room at any time. Any User discovered facilitating access to guests will have their Bike Room facility privileges revoked immediately.
- **Locking of Bicycles:** Users must provide their own locks. All bicycles must be locked at all times.
- **Storage of Bicycles:** No storage of bicycles will be allowed in any location other than the provided bike racks within the Bike Room. If all of the racks are full, User must find an alternative location to store its bicycle.

Signature

Date

The above Rules and Regulations are subject to change at any time by TRINITY CENTRE LLC or its agents.