

**BANK OF AMERICA PLAZA BICYCLE SHARE PROGRAM
WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT. BY SIGNING THIS FORM YOU ARE EXPRESSLY AGREEING TO EACH OF THE FOLLOWING TERMS AND CONDITIONS.

I, _____, hereby acknowledge that I am using bicycles provided by **DALLAS MAIN L.P.** ("**Program Operator**") at Bank of America Plaza located at 901 Main Street, Dallas, Texas 75202 (the "**Building**") as part of its Bicycle Share Program (the "**Program**").

In consideration of the privilege of using such bicycles, I represent that I have read and understand and hereby expressly accept and agree to the following: (1) I am at least 18 years of age and am physically and mentally able to ride a bicycle safely; (2) I am familiar with bicycle riding and its physical and mental requirements and risks involved, and I am able to handle the hazards of traffic and weather conditions associated with bicycle riding; (3) I will assume responsibility for the condition of the bicycle and any other biking equipment used (collectively the "**Equipment**"); (4) I accept the Equipment for use in its present as-is condition and accept full responsibility for the care of the Equipment; (5) I will carefully inspect the Equipment to ensure same is in satisfactory working condition (and will immediately report any defective condition to the Program Operator); (6) I fully understand how to use the Equipment; (7) I will not permit anyone else to use the Equipment, whether separately or in conjunction with my use; (8) I understand that riding a bicycle is a hazardous activity and that, by doing so, I shall be exposed to a variety of hazards and risks, foreseen and unforeseen, that may include, but are not limited to, falling, loss of control, encountering trees, limbs, rocks, structures, traffic, barriers and other man made or naturally occurring obstacles, encountering unpredictable terrain, and the negligence or intentional acts of other riders, persons, or vehicles (and being fully aware of the known and inherent risks associated with such activity, I am nevertheless willing and able to accept full responsibility for my own safety and welfare); and (9) I UNDERSTAND THAT BIKING MAY LEAD TO SERIOUS INJURY, INCLUDING DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO CLOTHING OR OTHER PROPERTY, AND INJURY OR DAMAGE TO OTHERS AND/OR THE PROPERTY OF OTHERS.

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY: ON BEHALF OF MYSELF, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, OR ON MY BEHALF, I KNOWINGLY, INTENTIONALLY AND VOLUNTARILY ASSUME ALL RISK, AND WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS DALLAS MAIN L.P., PELOTON COMMERCIAL REAL ESTATE, L.P., AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, MEMBERS, STOCKHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES AND LIABILITY, INCLUDING ATTORNEY FEES AND COSTS, THAT I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, MAY HAVE FOR ANY LOSS, DAMAGE, INJURY, PARALYSIS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF THE CONDITION OR DESIGN OF THE EQUIPMENT, MY USE OF THE EQUIPMENT, AND/OR ALL ACTIVITIES AND HAZARDS ASSOCIATED THEREWITH, WHETHER SUCH LOSS, DAMAGE, INJURY, PARALYSIS OR DEATH RESULTS FROM THE NEGLIGENCE OR INTENTIONAL ACT OF ANY OF THE RELEASED PARTIES OR FROM SOME OTHER CAUSE.

FOR YOUR SAFETY, IT IS STRONGLY RECOMMENDED THAT YOU WEAR A HELMET AT ALL TIMES WHILE RIDING A BICYCLE, OBEY ALL TRAFFIC LAWS, and CARRY AN AMPLE SUPPLY OF DRINKING WATER.

I acknowledge that I am fully responsible for the Equipment at all times. If I fail to return the Equipment, or if I return the Equipment in damaged condition, then, regardless of the reason for such failure or damage (including loss due to theft or damage caused by the fault of others), I shall be fully responsible for the cost to replace or repair the Equipment, as determined by Program Operator in its sole discretion.

By signing this Waiver, Release of Liability, and Indemnification Agreement (this "Release") I certify that I have read this Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this Release.

Hours of operation for the Bicycle Share Program are Monday–Friday, 8:00AM-5:00PM. Bikes must be returned prior to 5:00PM.

This WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT is binding from January 1, 2017 - December 31, 2017.

Signature: _____

Print Name: _____

Date: _____ Cell #: _____

Tenant/Company Name: _____ Suite #: _____

Driver's License #/State: _____

Proof of Tenancy via Building Badge: YES NO (use to be declined if tenancy cannot be validated via badge)