



JL PROPERTIES, INC.
REAL ESTATE DEVELOPMENT & MANAGEMENT

Bicycle Storage Room Liability Release and Waiver of Claims

NAME: _____ TENANT/EMPLOYER: _____
BUILDING/SUITE #: _____ OFFICE PHONE: _____

The bicycle storage room in the ANO Tower of 700 G Street (the "Bicycle Storage Room") is owned by 700 G Street, LLC (the "Property Owner") and is operated by JL Properties, Inc. ("JL Properties").

I am voluntarily signing this Bicycle Storage Room Liability Release and Waiver of Claims (the "Agreement") in exchange for use of the Bicycle Storage Room.

1. Inherent Risks Associated with the Bicycle Storage Room

I acknowledge and understand that the Bicycle Storage Room has inherent risks to my health and safety, including but not limited to hanging bikes that could fall on me, stairs, wet floors, swinging doors, and other Bicycle Storage Room users washing, maneuvering, hanging, and unhanging their bicycles. I acknowledge and understand that even though the Bicycle Storage Room is locked, other tenants and employees in the building may have access to the Bicycle Storage Room, and there is a risk unauthorized persons could obtain entry and cause me harm. I acknowledge and understand that JL Properties will make the Bicycle Storage Room and bicycle storage and washing equipment available for my use, and that I may face risks associated with defects or conditions in the bike racks and washing equipment. I acknowledge and understand that I can and will have to walk or carry a bike up and down stairs and hang a bike from the wall, and I am physically able to do so. I acknowledge and understand that the risks associated with these features and activities include bodily injuries caused by slips, trips, falls, falling bicycles and, possibly, death, all of which can impair my enjoyment of life, ability to earn a living, and ability to participate in a range of activities. I understand that these risks may exceed the accepted safety of my life at home or in my normal day to day activities. I understand that such risks cannot be eliminated from Bicycle Storage Room and acknowledge that I am choosing to utilize the Bicycle Storage Room regardless of these risks. I acknowledge and understand that I am ultimately responsible for my own safety while using the Bicycle Storage Room, and that failing to correctly use the storage rack and bicycle washing equipment provided by JL Properties may increase my risk of injury while using the Bicycle Storage Room.

2. Express Assumption of All Risks Associated with the Bicycle Storage Room.

I understand and assume all inherent risks, known and unknown, that are or may be associated with utilizing the Bicycle Storage Room. Despite these inherent risks, I am voluntarily using the Bicycle Storage Room and JL Properties' facilities and equipment. I understand that using the Bicycle Storage Room can involve a range of risks, only some of which are outlined above. I acknowledge and understand that injuries I may sustain while using the Bicycle Storage Room, and any defects or conditions in the Bicycle Storage Room facilities or equipment, may be the result of JL Properties' negligent acts or omissions with respect to the Bicycle Storage Room and maintaining those facilities or that equipment.

3. RELEASE AND WAIVER OF ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE.

In consideration for using the Bicycle Storage Room and JL Properties' facilities and equipment, I hereby voluntarily release, forever discharge, waive and agree to indemnify and hold JL Properties, the Property Owner, and their respective agents, owners, members, managers, officers, parent and subsidiary organizations or entities, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf harmless from any and all claims, demands, causes of action, liability, or injuries, including death, which may arise in connection with using the Bicycle Storage Room facilities and equipment. IT IS MY INTENT TO RELEASE ALL LIABILITY, INCLUDING ANY CLAIMS WHICH ARISE OUT OF OR ALLEGE NEGLIGENT ACTS OR

OMISSIONS of JL Properties, the Property Owner, or their respective agents, owners, members, managers, officers, parent and subsidiary organizations or entities, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf. I also waive any claims I might have for breach of contract or warranty for statements or representations made outside of this Agreement.

4. Forum Selection. I agree that any dispute concerning this Agreement and my utilization of the Bicycle Storage Room will be governed by Alaska law and will occur in the Superior Court of the Third Judicial District in Anchorage, Alaska.

5. Miscellaneous. I agree that this Agreement is intended to be interpreted as broadly as possible, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that this document constitutes the entire agreement between myself, JL Properties, and the Property Owner. I further agree that this Agreement can only be modified in writing signed by both myself, JL Properties, and the Property Owner, and that it cannot be modified by any written or oral representations or statements made outside of this document.

I AM 18 YEARS OLD OR OLDER. I HAVE READ ALL TWO PAGES OF THIS AGREEMENT AND UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS ASSUMPTION/RELEASE/WAIVER. THIS AGREEMENT IS BINDING ON ME AND MY SUCCESSORS AND ASSIGNS. I UNDERSTAND THAT THIS RELEASE WAIVES AND RELEASES MY PROSPECTIVE CLAIM(S) FOR NEGLIGENCE AGAINST JL PROPERTIES AND THE PROPERTY OWNER.

Printed Name

Signature

Date

Processed By

Date