



## Apollo at Rosecrans

For the Tenants of 2120 Park Place,  
2121 Park Place, & 800 Apollo  
(Monday – Friday 8:00am – 6:00pm)

### **FREE BICYCLE USE PROGRAM -- WAIVER OF LIABILITY**

**READ THIS DOCUMENT COMPLETELY BEFORE COMPLETING AND SIGNING. ITS EFFECT IS TO RELEASE THE OWNER (DEFINED BELOW) FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE OWNER WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM NEGLIGENCE. THIS AGREEMENT ALSO MAKES YOU RESPONSIBLE FOR THE LOSS OR DAMAGE TO THE BICYCLE EQUIPMENT YOU BORROW.**

Eligibility: The Bicycle Equipment (defined below) may only be used by you if you are over 18, are currently a tenant (or an employee of a tenant) at Apollo at Rosecrans, and have signed this Waiver of Liability form.

**User's full name (print):** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Employer's Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Driver's license number and state:** \_\_\_\_\_

<b>Valid for use of one year as of:</b>
---

(Note: ALL BICYCLES MUST BE RETURNED WITHIN 3 (HOURS.)

**A bicycle helmet and removable basket will be offered to each user.**

In this Agreement, the term "Bicycle Equipment" shall refer to any bicycle, helmet and/or any other related equipment loaned (free of charge) to the undersigned (also called "User") under this program. The term "Owner" shall refer to any and all of the following: SSV Properties, each entity that is the legal owner of one or more of the buildings located Park Place at Rosecrans, and/or their respective stockholders, partners, members, officers, directors, employees, representatives and agents (ABM Parking Services).

I, the undersigned User, request to borrow the Bicycle Equipment and agree to be responsible for its care and use. I understand that bicycling is a hazardous activity which involves a risk of serious bodily injury, or death, as a result of accidents, equipment failures, or other causes. I HEREBY FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OWNER OR OTHERS, and assume full responsibility for my participation. I understand that bicycle protective gear such as helmets are recommended, but they do not eliminate the risk of injury in the event of an accident. I promise to use the Bicycle Equipment responsibly and will not perform stunts or other reckless biking maneuvers.

Further I hereby RELEASE, INDEMNIFY, AND HOLD HARMLESS Owner from and against any and all losses, costs, claims, demands, causes of action, injury, damage and liability whatsoever, whether presently known or unknown, with

respect to any person who suffers any injury, disability, death or other harm, to person or property or both, as a result of my use of the Bicycle Equipment, whether arising from the negligence of Owner or otherwise, to the fullest extent permitted by law.

I agree to be responsible for damage to or loss of the Bicycle Equipment. If the Bicycle Equipment is lost, destroyed or damaged beyond repair in the judgment of a representative of Owner, I agree to pay the full replacement value.

All repairs needed as a result of abuse of the Bicycle Equipment will be performed at the normal labor rates and I will pay the cost of such repairs, including all parts.

I agree to follow all laws pertaining to the riding of a bicycle. If I see any condition that may cause injury to persons or property, I will bring attention to it when I return the Bicycle Equipment.

This document constitutes the final and entire agreement between the Owner and the undersigned User. The Owner provides no warranties express or implied. **THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and the Bicycle Equipment is accepted “**AS IS.**” This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal and legal representatives, heirs, executors, administrators, successors and assigns.

I HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE TERMS

---

Signature of User whose name appears above

Date