



875 North Michigan Avenue  
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), for myself and my heirs, administrators, executors, successors and assigns, hereby agree to fully release and forever discharge JHTC HOLDINGS LLC. ("JHTC") and its managing agent and their respective partners, affiliates, managers, principals, officers, directors, agents, employees, contractors, successors and assigns (hereinafter collectively "Releasees") from, and agree to hold any and all of the Releasees 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 amenities, facilities, programs, activities or events (collectively, the "Released Liabilities") available at the Bike Room, located in the dock on the concourse level of 875 North Michigan Avenue, Chicago, Illinois ("Facilities"). I understand and acknowledge that, by signing my name below, I am releasing JHTC and the other Releasees 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 the Releasees in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Releasees in connection with any of the Released Liabilities. To fullest extent permitted by law, I release JHTC and the other Releasees from all liability for any claims that are based on negligence or other action or inaction. I agree that neither the JHTC nor any other Releasees shall be responsible or liable to me for any damaged bikes, lost or stolen in or about the Facilities, or in any bike racks.

I understand that the Facilities are available for the exclusive use of tenants of 875 North Michigan Avenue and its affiliates, and I agree to abide by JHTC's policies regarding use of the Facilities. I understand the User leaves the bicycle at User's own risk and JHTC is not responsible for fire, theft, damage or loss to the bicycle or to any article left with the bicycle. I recognize the potential dangers inherent to using the Facilities and the bicycle racks, when locking and removing the bicycle. I expressly assume and accept any and all risk of injury or death with full knowledge of the risks inherent in such activity and access to the Facilities.

I agree that if any portion of this Release and Assumption of Risk is deemed by a court of competent jurisdiction to be invalid, then the remaining portions shall remain in full force and effect and the offending portion or portions shall be severed.

I agree that my access to the Facilities is a privilege, not a right, and may be withdrawn if I misuse the Facilities, bother other people, or for any reason or without reason or cause, in the sole discretion of JHTC or its agents or employees. I understand that I may not bring my children or any other visitors or guests with me to the Facilities. I acknowledge that, although I may not initially be charged a fee for use of the Facilities or any of its services or facilities, JHTC may, at any time after the date hereof, require users to pay a fee for the use of the Facilities or any of its services or facilities and may require users to execute a membership application agreement regarding use of the Facilities.

This Release is given in consideration of the permission granted to me by JHTC to enter and use the Facilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



875 North Michigan Avenue  
Bike Room  
Rules & Regulations

- **Hours:** Weekdays - 6:00 a.m. to 8:00 p.m. • Saturday- 6:00 a.m. to 2:00 p.m. All bicycles must be removed nightly. Overnight bicycle storage is prohibited.
- **Location:** The bike facility is located on the concourse level of the dock area near the Seneca Stairs.
- **Eligibility:** The bike facility is available for use to 875 North Michigan Avenue commercial office and retail tenants, Floors concourse level and 13-41.
- **Access:** All eligible commercial office and retail tenants seeking access will need to sign an "Assumption of Risk" release form before access is granted; these forms are available in the HEARN Management Office, Suite 4100. Upon submitting a fully executed "Assumption of Risk" release form to Building Management, access will be granted via your Building ID. To enter the fitness center, waive your Building ID over the proximity reader installed at the entrance of the bike facility to unlock the door. Users must key into the center every time you enter.
- **User:** A user is hereafter defined as an 875 North Michigan Avenue Commercial Office and Retail Tenant that has a fully executed "Assumption of Risk" form on file with Building Management.
- **Guests:** A Guest is defined as any individual, 875 North Michigan Avenue tenant or otherwise, who does not have a fully executed "Assumption of Risk" form on file with HEARN.
- **Unauthorized Access:** Guests are not permitted in the bike facility at any time. Any User discovered facilitating access to guests will have their bike facility privileges revoked immediately.
- **Locking of Bicycles:** Users must provide their own locks and 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. If all of the racks are full, the User must find an alternative location to store their bicycle.

*875 North Michigan Avenue Bike Facility Rules and Regulations are subject to change at any time by HEARN Management.*