

**HOLD HARMLESS WAIVER**

I, \_\_\_\_\_ (Printed Name), shall fully protect, indemnify, defend and hold harmless TIER REIT, Inc., One Briarlake Plaza Owner, LLC: and TIER Property Management Services LLC, and Two BriarLake Plaza, LP etc. their consultants, agents and employees (“collectively, “Indemnified Parties”) from and against any and all claims, demands, causes of action, damages, liability suits, causes of action judgments and expenses (including attorney’s fees) for property damage, injury to, or death arising out of or in connection with my use of the parking garage located at \_\_\_\_\_ arising in any manner, directly or indirectly, out of or in connection and regardless of the cause or caused by the joint comparative or concurrent negligence of Indemnified Parties and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Indemnified Parties.

**THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN INDEMNIFIED PARTIES ARE JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT WITH MYSELF. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS WAIVER.**

It is the expressed intention of the parties hereto that this indemnity agreement complies with the express negligence rule.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Company/Suite: \_\_\_\_\_

Date(s) Vehicle will be in garage: \_\_\_\_\_

Vehicle (make/model) \_\_\_\_\_