

WAIVER AND RELEASE AGREEMENT - DOGS IN THE COMPLEX

PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS

TO:	HOOPP REALTY INC. AND THE CANADA LIFE ASSURANCE COMPANY (the "Landlord") and its agents (collectively the "Companies")
Complex:	Vancouver Center I and II (the "Complex")

I hereby acknowledge and agree that:

1. I am an employee, contractor, sublicensee, suboccupant or invitee of a Tenant in the Complex.
2. I have requested that the Landlord's property manager (the "Property Manager"), currently GWL Realty Advisors Inc., modify my building access credential (the "Access Credential") to allow me to bring a dog into the Complex, together with access to and use of the area in the Complex designated by the Landlord from time to time for dogs and dog-related activities (the "Facility").
3. As a convenience to users of the Vancouver Centre Complex App, the Landlord provides a live video feed of the dog park Facility. Access to this live stream video is provided as a convenience, to allow users to select an appropriate time to visit the Facility. I agree not to copy, record or share any aspect of the video or use it for any other purpose.
4. Permission to bring my dog into the Complex and my access to and use of the Facility shall be governed by the terms of my relationship with the Tenant, the Tenant's lease, any Rules and Regulations for the Complex, the directions of the Companies and the terms of this Agreement.
5. Other than authorized guests, which will be escorted at all times, I will not use my Access Credential to grant any other person or dog access to the Facility, nor will I allow any other person or dog to follow me through secure doors.
6. I UNDERSTAND that I am fully and solely responsible for any dog that I bring into the Complex and/or Facility and that there are inherent dangers, hazards and risks associated with the use of the Facility (collectively called "RISKS") which may include but are not limited to loss of or damage to personal property, illness or injury to myself or my dog, including death and serious injury to me and my dog, arising from:
 - access to or transportation of dogs within the Complex including in tenant common areas
 - trips, slips, and falls or collision with natural or manmade objects occurring in the course of using the Facility or in or about the Complex
 - the inadvertent disposal of food in areas that may be accessed by my dog
 - the use of any materials or equipment in the course of accessing or using the Facility or equipment failure
 - the conduct of other Facility users or the negligent use of the Facility by others
 - allergic reaction to any allergens in or about the Complex
 - contact or interaction with others who may have been exposed to a virus or communicable illness, including Covid-19, or close proximity to or contact with surfaces, equipment, fixtures or other objects that may be infected with a virus or communicable illness, including Covid-19
 - scratches, bites or attacks from other dogs occurring in the course of using the Facility, or in or about the Complex
 - other circumstances known, unknown or beyond the control of the Companies.
7. I ACKNOWLEDGE that the list of RISKS above is not intended to be exhaustive and may include risks that are not fully known or described by the Companies, and that I am consenting to on an unqualified assumption of all RISKS that may arise to myself or my dog, whether foreseeable or not, that may arise due to the use of the Facility.
8. I ACKNOWLEDGE that it is a requirement of the COMPANIES that any person bringing a dog into the Complex and any use of the Facility abide by any instructions or rules provided by the Companies including any RULES hereto as Schedule 1 and/or posted in or about such Facility.
9. I ACKNOWLEDGE that I am solely responsible for my own safety and the safety of my dog, including without limitation,

understanding the nature and extent of RISKS involved in bringing my dog into the Complex and using the Facility, and assessing and controlling the behaviour of my dog.

10. I FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITY for the RISKS and the possibility of injury to myself and/or my dog, including serious injury to myself or others, death, loss of, or damage to, property, or other loss resulting from bringing my dog into the Complex and my use of the Facility.
11. I HEREBY, on behalf of myself and my heirs, executors, administrators and assigns (collectively called "Legal Representatives"), in consideration of me being permitted to bring my dog into the Complex and to use the Facility, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:
- **RELEASE the COMPANIES and their respective directors, officers, shareholders, employees, agents, successors and assigns from all liability for any loss, damages, including serious injury or death, or expense that I, my dog or my Legal Representatives might suffer as a result of bringing my dog into the Complex and my use of the Facility due to ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE ON THE PART OF THE COMPANIES;**
 - **WAIVE any right to sue the COMPANIES and their respective directors, officers, shareholders, employees, agents, successors and assigns in respect of all manner of actions, causes of action, claims and demands of every nature both in law and in equity that may arise as a result of the RISKS or in connection with bringing my dog into the Complex and the use of the Facility, including without limitation, the right to make a third party claim or claim over against the COMPANIES arising from the same; and**
 - **AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANIES and their respective directors, officers, shareholders, employees, agents, successors and assigns from any and all liability for property damage or serious injury or death to any third party or their dog which might result from my and my dog's conduct, acts or omissions while attending at the Complex and/or using the Facility.**
12. I ACKNOWLEDGE that this Acknowledgement and Consent represents the entire agreement with respect to this subject matter, and I have not relied on any other agreements, covenants, warranties or representations of any kind whatsoever.
13. My right to bring a dog to the Complex and my access to the Facility shall be terminated upon the termination of my employment, contract or engagement with the Tenant, and may be terminated or amended at any time at the discretion of the Companies or building security staff.

I HEREBY STATE THAT I HAVE READ AND UNDERSTOOD EACH AND EVERY SECTION OF THIS DOCUMENT INCLUDING EACH SECTION ABOVE AND THE RULES BELOW AND UNDERSTAND THAT BY SIGNING THIS FORM, I AM WAIVING CERTAIN SUBSTANTIVE LEGAL RIGHTS THAT I OR MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Schedule 1
Rules - Dogs in Building

- All dogs must be registered.
- Dogs must be on a leash and accompanied at all times while on the Lands or in the Building
- Dogs must be brought in and out of the Building through the Landlord designated entrances and use designated elevators, if any.
- Dogs shall not be permitted in any cafeteria, food court, washrooms, fitness centre, or any other restricted areas as designated by the Landlord from time to time
- Tenant Personnel shall be responsible for cleaning up their dog's waste and disposing of same in a sanitary manner in containers designated by the Landlord from time to time]
- All mature dogs must be spayed or neutered and fully vaccinated.

I CONFIRM I HAVE READ AND UNDERSTAND THE RULES ABOVE

Initials