

WAIVER AND RELEASE AGREEMENT - FITNESS FACILITIES

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 of 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 access to and use of the areas in the Complex designated by the Landlord from time to time as a fitness facility (each a "Facility").
3. 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 building, the directions of the Companies and the terms of this Agreement.
4. Other than authorized guests, which will be escorted at all times, I will not use my Access Credential to grant any other person access to the Facility, nor will I allow any other person to follow me through secure doors.
5. I UNDERSTAND 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 others, including death and serious injury, arising from:
 - access to or transportation to or from the Facility 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 Facility
 - the use of any materials or equipment in the course of 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 Facility
 - 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
 - other circumstances known, unknown or beyond the control of the Companies.
6. 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, whether foreseeable or not, that may arise due to the use of the Facility.
7. I ACKNOWLEDGE that it is a requirement of the COMPANIES that all users of a Facility abide by any instructions or rules provided by the Companies including any RULES posted in or about such Facility.
8. I ACKNOWLEDGE that I am solely responsible for my own safety, including without limitation, understanding the nature and extent of RISKS involved in using the Facility, and assessing my own abilities and any limits thereof.
9. I FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITY for the RISKS and the possibility of injury, including serious injury to myself or others, death, loss of, or damage to, property, or other loss resulting from my use of the Facility.
10. **I HEREBY, on behalf of myself and my heirs, executors, administrators and assigns (collectively called "Legal Representatives"), in consideration of me being permitted 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 or my Legal Representatives might suffer as a result of 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 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 which might result from my conduct, acts or omissions while attending at the Facility and/or using the Facility.**
11. 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.
12. I ACKNOWLEDGE that the lockers provided in the end-of-trip changerooms are intended for day use only while utilizing the fitness and bike room facilities. The Landlord reserves the right to remove any lock and contents remaining in any lockers at the end of day.
13. 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 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.