



## Fitness Centre Waiver and Release Form (the "Waiver")

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Eighth Avenue Place (the "**Building**") contains Eighth Avenue Place Fitness Centre (the "**Fitness Centre**"), located on the second (2<sup>nd</sup>) floor of the Building. The Fitness Centre contains fitness, strength training and cardiovascular equipment, steam rooms, lockers, change and shower facilities. The Fitness Centre also offers fitness and personal training programs and other related programs and services from time to time (collectively the "**Programs and Services**") to its attendees.

### I. Attendee Contact Information

<b>First Name:</b>	
<b>Last Name:</b>	
<b>Company:</b>	
<b>Company Address:</b>	
<b>Company Email:</b>	
<b>Company Phone Number:</b>	
<b>Cell Phone Number:</b>	
<b>Emergency Contact:</b>	
<b>Access Card Number:</b>	

### II. Attendee Health Information

<b>Are you aware, through your own experience or a physician's advice, of any reason against your exercising in the Fitness Centre without medical approval?</b>	<b>Yes</b>	<b>No</b>

If you answered YES to the above question, it is recommended that you consult with your physician to determine if it is safe for you to exercise at the Fitness Centre and/or participate in the Programs and Services. Any use of the Fitness Centre and/or participation in the Programs and Services shall be at your own risk.

### III. Terms of Waiver and Release

In consideration of my use of the Fitness Centre and/or my participation in the Programs and Services, I hereby acknowledge and agree as follows:

1. **Acknowledgment** – I understand and acknowledge the nature and extent of the risks inherent with vigorous exercise, weight training, using fitness equipment and with other activities customarily undertaken in the use of the Fitness Centre and while participating in the Programs and Services, including but not limited to the risk of personal injury, sickness or death. I understand that staff, instructors, safety monitors or any other personnel of any kind will not be provided to watch over my safety while attending the Fitness Centre or participating in the Programs and Services. Any and all employees or agents of the Building or its authorized representatives who may be present at any time at the Fitness Centre may not be trained or authorized to provide health, fitness, medical assistance or advice.
2. **Release** – I hereby assume all of the risks of attending the Fitness Centre and/or the Programs and Services. I further acknowledge and agree that, in consideration for being permitted to attend the Fitness Centre and/or the Programs and Services, I shall be entirely responsible for, and I hereby waive and release any and all claims I have or may have in the future against Immeubles SNPL Inc. / SNPL Properties Inc., ARI 8AP GP Inc., as general partner for and on behalf of, ARI 8AP Investments LP, and Penny Lane II Limited Partnership, by its general partner Penny Lane Shopping Centre Ltd., Hines Canada Management Co. II ULC, and all of their respective employees, officers, directors, managers, members, agents, affiliates, owners, partners, contractors, representatives, instructors and volunteers (collectively the "**Released Parties**") from any and all losses, costs, expenses, including reasonable legal fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death related to or arising out of (i) my attendance at the Fitness Centre and/or the Programs and Services, (ii) the negligence or other acts of the Released Parties, whether directly connected to my attendance at the Fitness Centre and/or the Programs and Services or not, and however caused, or (iii) the condition and safety of the facilities at the Fitness Centre and/or the locations where the Programs and Services are held.
3. **Rules and Regulations** – I will observe and comply with the rules and regulations set out in Schedule "A" of this Waiver, as may be amended, modified or replaced from time to time by the Manager. I further agree to follow any oral or written instructions or directions given by employees, agents or representatives of the Building or the Fitness Centre and/or while receiving the Programs and Services. I agree that my failure to attend the Fitness Centre and/or the Programs and Services in accordance with such instructions or as directed by such agents or representatives at the Fitness Centre and/or the Programs and Services may result in the permanent loss of my privileges to attend the Fitness Centre and/or the Programs and Services.
4. **Indemnity** – I agree to indemnify, hold harmless, and promise not to sue, the Released Parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including legal fees and other litigation costs, which may in any way arise from my attendance at the Fitness Centre and/or the Programs and Services, even if such liabilities are caused solely or in part by the negligence of a Released Party.
5. **Limitation of Liability** – Any liability of an owner of the Building (an "**Owner**") under this Waiver shall be limited to its interest in the Building from time to time. If the Owner consists of more than one person, the liability of such Owner shall be several and limited to its percentage interest in the Building.
6. **Entire Agreement** – This Waiver is the only document executed by me relating to my use of the Fitness Centre and/or my attendance at the Programs and Services. I am not relying on any oral or written representations or warranties made by any of the Released Parties in connection with my use of the Fitness Centre and/or my attendance at the Programs and Services.
7. **Severability** – If any provision of this Waiver is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or

enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL THE PROVISIONS OF THIS WAIVER. I UNDERSTAND THAT I MAY WISH TO CONSULT INDEPENDENT LEGAL ADVICE. INDEPENDENT LEGAL ADVICE IS HEREBY WAIVED. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

**Signature:**

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**Date Signed:**

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## Schedule A

### Rules and Regulations

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1. The Fitness Centre is open weekdays and weekends from **5:00am to 11:00pm** excluding statutory holidays and subject to closure due to maintenance, repair, special events, emergencies or any other reason at the sole discretion of the landlord of the Building.
2. The Fitness Centre is for use **ONLY by tenants** of the Building and their employees who have submitted an executed Waiver and have Fitness Centre access added to their Building access card. Outside guests, friends and/or relatives are **NOT** permitted to use the Fitness Centre.
3. Outside personal trainers and instructors are not permitted. Only personnel hired by management of the Fitness Centre are permitted to provide class instruction or training.
4. Each Attendee must scan their Building access card at the entrance each time they enter the Fitness Centre and Attendees are prohibited from lending their Building access card to anyone. Immediately report unauthorized individuals or tailgaters to the Fitness Centre manager or the Building's Security Control Centre.
5. Attendees must give notice to management of the Fitness Centre of any change in the personal information provided pursuant to this Waiver.
6. The manager of the Fitness Centre may request photo identification or a Building access card from any user in the Fitness Centre. Failure to provide such identification or Building access card will result in immediate removal from the Fitness Centre and may result in a withdrawal of Fitness Centre privileges.
7. Attendees must operate all equipment as intended and in a good and proper manner. Immediately report any issues with the equipment to the Fitness Centre manager.
8. Attendees must wipe clean all equipment with the disinfectant wipes provided and return such equipment to its original storage rack or area when finished with it.
9. Attendees must wear proper and clean fitness or athletic attire (athletic shirt, shorts/pants and closed-toe athletic shoes) in all areas of the Fitness Centre except in the change rooms and steam rooms.
10. Food, glass containers and alcoholic beverages are not permitted in the Fitness Centre.
11. Smoking or vaping is not permitted in the Fitness Centre.
12. Attendees must dispose of all trash in the receptacles provided.
13. The Manager is not responsible for lost, stolen or damaged personal property of the Attendee. At the end of each day, Security will remove any items left in lockers and place them in Lost and Found for 30 days and then discard, donate or recycle.
14. Lockers are for use while the Attendee is using the Fitness Centre. Security opens all lockers after 11:00pm every night and places any contents found in the Fitness Centre into the lost and found for the Building.
15. Television audio signals are broadcast to receivers located on cardio machines. Attendees must use their personal headphones to listen to the broadcast of their choice. The television stations are preset and cannot be changed.
16. All devices used for listening to music, podcasts, audio books or other audio programs must be used with headphones.
17. Use of mobile devices in the change rooms is strictly prohibited. Image capturing is not permitted anywhere in the Fitness Centre. Mobile devices may be used on the weight floor, in cardio and stretch areas and in the studios; however, alerts and ringers must be kept on silent at all times. Phone conversations may only be taken in the lobby area.

18. Violence or threats of violence including but not limited to any act of physical assault, verbal assault, threats or attempts to intimidate including using inappropriate behaviour or language is prohibited and will not be tolerated.
19. The Fitness Centre is under 24-hour video surveillance and monitored by the Building's Security personnel.
20. Anyone found, in the Fitness Centre manager's sole discretion, to be in violation of any of these Rules and Regulations is subject to having their Fitness Centre privileges revoked.
21. These Rules and Regulations are subject to change without prior notice to the Attendee.