

**COVID 19 Waiver and Release of Claims Arising Out of the Use of the  
Eighth Avenue Place Fitness Center Facilities  
(Returning Member Only)**

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I, \_\_\_\_\_ have previously been granted permission to use the Fitness Center, located Eighth Avenue Place, 525 – 8 Avenue SW, Calgary, Alberta together with any and all equipment, and other facilities located therein (the "Fitness Facilities") by 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. C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative I understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout Canada, including in the Province where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I HEREBY ASSUME ALL OF THE RISKS OF COVID 19 EXPOSURE IN USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, 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 LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE LEGAL FEES, DAMAGES, OR LIABILITIES RELATED TO COVID 19, INCLUDING SERIOUS ILLNESS OR DEATH, ARISING OUT OF MY USE OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD 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 USE OF THE FITNESS FACILITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. I agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations for the Fitness Facilities and that I will follow Public Health Agency of Canada and Infection Prevention and Control Canada guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities related to COVID 19. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. 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.

Signed: \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Hines**