



FITNESS CENTRE AGREEMENT & WAIVER
(the "Waiver")

Eighth Avenue Place (the "Building") contains the Platinum Club Fitness Centre (the "Gym"), located on the second (2nd) floor and operated by Heavens Fitness Ltd. (the "Manager"). The Gym contains basic cardiovascular machines and strength stations, change and shower facilities, and steam rooms.

I. User Contact Information

Access Card No.: _____

Name of User: _____

Birthdate: ____ / ____ / ____ (mm/dd/yy)

Phone: (____) _____ - _____ E-mail: _____

Street Address: _____

City/Prov: _____ Postal Code: _____

In case of an emergency, contact: _____

Emergency contact phone: (____) _____ - _____

I agree to allow the Manager to utilize my email to provide me with electronic information regarding the Manager's newsletter and updates. Opt In [] Opt Out []

II. User Health

- Has your physician ever said that you have a heart condition and recommended only medically approved physical activity?
Do you have chest pain brought on by physical activity?
Have you developed chest pain at rest in the past month?
Do you lose consciousness or lose your balance as a result of dizziness?
Do you have a bone or joint problem that could be aggravated by the proposed physical activity?
Is your physician currently prescribing medication for your blood pressure or heart condition (i.e. diuretics or water pills)?
Are you aware, through your own experience or a physician's advice, of any reason against your exercising without medical approval?

Table with 2 columns: YES, NO. Rows correspond to the health questions listed to the left.

If you answered YES to any of the above questions, it is recommended that you consult with your physician to determine if it is safe for you to exercise at the Gym. Any use of the Gym shall be at your own risk.

III. Terms of Agreement

In consideration of my use of the Gym, I hereby acknowledge and agree as follows:

- 1. Inherent Risks - I have full knowledge of the nature and extent of the risks inherent in the use of the Gym and all equipment and facilities located within the Gym, including but not limited to the risk of personal injury and death. I understand that no staff, instructors, safety monitors or any other personnel of any kind will be provided to watch over my safety.
2. Health - I have fully disclosed all personal medical information, including any present ailments, handicaps or predisposition that may contribute to accident or illness.

- 3. **Insurance** – I either: (A) have sufficient health, accident and liability insurance to cover any personal injury or property damage that: (i) I may incur while I use the Gym; and (ii) may be caused to a third party as a result of my use of the Gym; or (B) am capable of personally paying for any and all expenses relating to such personal injury or property damage.
- 4. **Rules and Regulations** – I will observe and comply with the rules and regulations set out in Schedule A of this Waiver.
- 5. **Release** – I, on behalf of myself, my heirs, next of kin, dependents, representatives, successors, executors, administrators, assigns and any other person or entity acting on my behalf, forever release 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, Heavens Fitness Ltd. and all of their respective employees, officers, directors, managers, members, agents, affiliates, owners, partners, contractors, representatives, instructors and volunteers (the "**Released Parties**") from any and all actions, causes of action, contracts (whether express or implied), claims and demands, including any claims for breach of any duty of care, statutory or otherwise, for loss of life, personal injury, damage to property or any other loss or injury, which I have ever had, now have or hereafter will have against the Released Parties by reason of or related to my use of the Gym.
- 6. **Indemnity** – I indemnify and hold harmless the Released Parties from any and all losses, claims, actions, damages, liabilities and expenses, including legal fees, incurred by any of the Released Parties in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Waiver, any occurrence in, on, or at the Gym, my occupancy or use of the Gym, or occasioned wholly or in part by any act or omission by me or anyone permitted to be in the Gym or the Building by me.
- 7. **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.
- 8. **Entire Agreement** – This Waiver is the only document executed by me relating to my use of the Gym. 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 Gym.
- 9. **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 UNDERSTAND THAT I WILL BE SOLELY RESPONSIBLE FOR LOSS OF LIFE, PERSONAL INJURY, DAMAGE TO PROPERTY OR ANY OTHER LOSS OR INJURY THAT I SUSTAIN WHILE USING THE GYM AND THAT, BY THIS WAIVER, I AM RELIEVING THE RELEASED PARTIES OF ANY LIABILITY FOR SUCH LOSS OF LIFE, PERSONAL INJURY, DAMAGE TO PROPERTY OR ANY OTHER LOSS OR INJURY. 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.

User Signature: _____

Date: _____

Witness Signature: _____

Date: _____

SCHEDULE A
RULES AND REGULATIONS

1. The Gym is open weekdays from **4:00am to 11:00pm** and weekends and holidays from **6:00am to 11:00pm**.
2. The Gym is for use **ONLY by tenants** of the Building or their employees who have submitted an executed Waiver to the Manager and have Gym access added to their Building access card. Friends and relatives are **NOT** permitted to use the Gym.
3. Trainers and instructors must be under contract with the Manager. No outside trainers or instructors are permitted to provide services in the Gym.
4. Each user is responsible for controlling and monitoring access to the Gym. Users are prohibited from lending their Building access cards to anyone other than fellow employees of the same tenant. Users must report lost or stolen cards immediately.
5. Users must give notice to the Manager of any change in the personal information provided pursuant to the Waiver.
6. The Manager may request photo identification or a Building access card from any user in the Gym. Failure to provide such identification or access card will result in immediate removal from the Gym and may result in a withdrawal of Gym privileges.
7. Users must operate all equipment as intended and in a good and proper manner.
8. Users must wipe clean all equipment with the cleaning supplies provided and return such equipment to its original storage rack or area when finished with it.
9. Users must wear proper and clean gym attire (athletic shirt, shorts/pants and closed-toe athletic shows) in all areas of the Gym except in the change rooms and steam rooms.
10. Food, glass containers and alcoholic beverages are not permitted in the Gym.
11. Smoking or vaping is not permitted in the Gym.
12. Users must dispose of all trash in the receptacles provided.
13. Lockers are for use only while a user is present in the Gym. Security opens all lockers after 11:00pm every night and places any contents found in the Gym into the lost and found for the Building.
14. Television audio signals are broadcast to receivers located on cardio machines. Users must use their personal headphones to listen to the broadcast of their choice. The television stations are preset and cannot be changed.
15. All devices used for listening to music, podcasts, audio books or other audio programs must be used with headphones.
16. Use of mobile devices in the change rooms is strictly prohibited. Image capturing is not permitted anywhere in the Gym. 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.
17. Anyone found, in the Manager's sole discretion, to be in violation of any of these rules or regulations is subject to having their Gym privileges revoked.
18. These rules and regulations are subject to change without prior notice to users.