



CANADA WAY PHASE II – EXERCISE ROOM AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. *PLEASE READ CAREFULLY!*

RELEASE OF CANADA WAY PHASE II FROM LEGAL LIABILITY AND CLAIMS ASSUMPTION OF RISKS BY USER. USER TO REIMBURSE CANADA WAY PHASE II FOR LOSS OR DAMAGE.

TO: THE OWNER OF CANADA WAY PHASE II (namely Investors Real Property Fund, its property manager Touchstone Property Management Ltd. and their respective employees, agents, successors and assigns (all of whom are referred to in this document together as the “Management”))

In return for the Management’s acceptance of my application for an access card permitting the use of their gym and exercise equipment facilities within Canada Way Phase II (referred to in this document together as the “Facilities”), I hereby agree as follows:

ASSUMPTION OF RISKS:

I am aware that the Facilities are not supervised by the Management, that there are no professional health care or fitness staff monitoring people’s physical condition nor use of the Facilities and that the use of the Facilities involves many inherent risks, dangers and hazards including but not limited to: exercise equipment which is set or adjusted incorrectly, used improperly or which malfunctions or breaks prior to or during use; the unpredictability of human joints, muscles and tendons during strenuous activity; injury or death resulting from a failure to consult a physician and other health care professionals on one’s physical condition and/or the safe and proper use of the Facilities, negligence of other people using the Facilities; and negligence on the part of the Management.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE FACILITIES AND I FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF RESULTING PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS.

RELEASE OF LIABILITY WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

1. I GIVE UP (WAIVE) ANY AND ALL CLAIMS that I have or may in the future have against the Management arising out of my use of the Facilities;
2. I RELEASE THE MANAGEMENT from any and all liability including for any loss, damage, injury, expense or cost that I may suffer as a result of my using the Facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE MANAGEMENT;
3. I WILL HOLD THE MANAGEMENT HARMLESS FROM AND WILL REIMBURSE (INDEMNIFY) THE MANAGEMENT FOR any and all liability for any property damage or personal injury suffered by anyone, resulting from my use of the Facilities;
4. This Agreement will be legally binding on my heirs, next of kin, executors, administrators and assigns, in the event of my death. This Agreement is separate and apart from and does not constitute an amendment of, any commercial lease agreement at Canada Way Phase II.



- 5. The access card remains the property of the Management and must be returned immediately on request of the Management.
- 6. No duplication or transfer of the access card or the access rights is permitted.
- 7. The Management may terminate access to the Facilities at any time.
- 8. The right to use the gym is not transferrable and the privilege to access the gym will be cancelled immediately should the user allow their card to be used by another individual or bring unauthorized persons into the gym facility.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP CERTAIN RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE MANAGEMENT.

I hereby certify that I am an employee of _____, Suite _____

Signed this _____ day of _____, 20_____

SIGNATURE OF CARDHOLDER

SIGNATURE OF WITNESS
NAME: _____

IMPORTANT TO WITNESS: Print name and complete the steps outlined in, and then “check off”, the following boxes:

- Explain that this document is a legal document affecting cardholder’s right to sue in the event of injury or damage to property
- Advise cardholder to read document carefully to ensure he/she understands it completely
- Give cardholder ample time to read and understand the document
- Do not make any additional comments or statements in an attempt to explain contents of this document
- Ensure person is 19 years or over and is not intoxicated

Name of Cardholder: _____ Security Card # _____

This Agreement is made with the Cardholder only and is separate from any commercial lease which cardholder or cardholder’s may have at Canada Way Phase II.

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED BY THE CARDHOLDER, AND WITNESSED, BEFORE CARD ACCESS MAY BE GRANTED.

GYM FEES APPLY TO TENANTS AT:
3001 Wayburne, 4585 Canada Way and 4595 Canada Way

PLEASE MAKE CHEQUES PAYABLE TO “INVESTORS GROUP”
GYM FEE IS \$72.00 (6 MONTHS) + 12% HST
(\$72.00+8.64 = \$80.64)