

1803 DOUGLAS STREET



RECREATION & FITNESS SERVICES WAIVER AND RELEASE OF LIABILITY

Please email (service@petersonbc.com) or fax (604.688.3245).

To: **1803 Douglas Street Holdings Ltd. and Peterson Commercial Property Management Inc.**

1. I, the undersigned, agree as a precondition to my use of the gymnasium facility (the "Gym") and located at the 1803 DOUGLAS STREET BUILDING and in further consideration of 1803 Douglas Street Holdings Ltd. allowing me to use the Gym, that I will be strictly bound by this release of liability, waiver of claims, assumption of risk and indemnity agreement (the "Agreement").
2. I, on behalf of myself, my personal representatives and my heirs, recognize and acknowledge that my use of the Gym involves inherent risks and dangers that may cause serious injury and possible death to myself and other users of the Gym (each a "Participant"). I, on behalf of myself, my personal representatives and my heirs hereby agree to assume the sole risk of any injuries (including death), damages or loss which I, on behalf of myself, may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my use of the Gym. I, on behalf of myself, my personal representatives and my heirs, acknowledge that my participation and use of the Gym is voluntary.
3. I, on behalf of myself, my personal representatives and my heirs, hereby fully release and discharge 1803 Douglas Street Holdings Ltd. and Peterson Commercial Property Management Inc. and their respective directors, officers, employees, representatives and agents (collectively, the "Released Parties") from any and all liability, claims and causes of action from injuries, or illness (including death), damages or loss which I, on behalf of myself, may have or which may accrue to me on account of my participation in all activities utilizing the Gym. I, on behalf of myself, my personal representatives and my heirs, hereby acknowledge and agree that this Agreement constitutes a complete and irrevocable release and waiver of liability in favour of the Released Parties. Without limiting the generality of the foregoing, I, on behalf of myself, my personal representatives and my heirs, hereby release the Released Parties from any liability, claim or cause of action arising out of the negligence, wrongful acts, omissions, breach of contract or breach of any statutory or other duty of care by the Released Parties. I, on behalf of myself, my personal representatives and my heirs, covenant and agree not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I, on behalf of myself, my personal representatives and my heirs, further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss including, but not limited to, solicitor costs, sustained by me arising out of, connected with, or in any way associated with my use of the Gym.
5. I, on behalf of myself, my personal representatives and my heirs, hereby certify that:
 - (a) I am in good health and sufficient physical condition to properly use the Gym;
 - (b) I am knowledgeable about the use of any equipment that I will use in the Gym and the rules of any activities that I will participate in; and
 - (c) I will carefully read the operating instructions for any Gym equipment prior to its use and will operate such equipment in strict accordance with such instructions.
6. I, on behalf of myself, my personal representatives and my heirs, acknowledge and agree that the Released Parties are not responsible for any loss or theft of personal property brought to or left in the Gym and I, on behalf of myself, my personal representatives and my heirs, hereby release the Released Parties from any liability for such loss or theft.

PETERSON COMMERCIAL PROPERTY MANAGEMENT INC.

1166 Alberni Street, Suite 1701, Vancouver, BC, Canada V6E 3Z3 | T. 1.855.699.5204 | F.604.688.3245 | www.petersonbc.com

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I am 19 Years of age or older and I have read and understand the Agreement. I understand that this Agreement contains a promise not to sue the Released Parties and that it constitutes a release of liability and an indemnity for all claims.

If I am the parent and/or legal guardian of a Participant, I acknowledge that I have read and understand the Agreement and execute the Agreement on behalf of my child/ward.

I hereby sign this Agreement on behalf of myself, my personal representative, my heirs, and any other person entitled to act on my behalf.

Signature (Participant or Parent/Legal Guardian)

Witness

Print Name

Print Name

Date

IMPORTANT CONTACT INFORMATION - PLEASE COMPLETE

Suite No.

Access Card No.

Company Name

Phone No.

Emergency Contact Name

Phone No.