777 HORNBY STREET

<u>BICYCLE LOCKER APPLICATION FORM</u>

Date of Application: _____

Name:_____

Employed by:_____

Office Telephone: _____

Bicycle Description (color/make etc.): _____

Access Card Number: _____

Applicant's Agreement

- Lock bicycles to the racks provided.
- Assist in maintaining the security of the lockup by not providing access to individuals who do not have the combination.
- Assist in the maintenance of the facility by leaving lockers neat and clean after use.
- Report any suspicious activity or concerns to security.
- Lockers are for day-use only on a first come basis.
- Understand that use of these facilities is at the risk of the user. QuadReal Property Group LP will not be-responsible for any loss or damage to property.
- Please do not disclose the combination of the bike room lock to anyone.

Applicant's signature: _____

WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (the "Agreement")

WARNING: READ CAREFULLY!
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY QUADREAL PROPERTY GROUP AND CERTAIN AFFILIATED ENTITIES AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (<u>INCLUDING BUT NOT LIMITED TO COVID-19</u>)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (<u>INCLUDING BUT NOT LIMITED TO COVID-19</u>) IS AN INHERENT RISK ASSOCIATED WITH YOUR ATTENDANCE AT AND/OR PARTICIPATION IN ACTIVITIES OF THE COMMON AREA FACILITIES AT 777 HORNBY STREET (JOINTLY OR SINGULARLY REFERENCED IN THIS WAIVER AS THE "FACILITY")

I, the undersigned Attendee (the "**Attendee**") and/or the Attendee's legal guardian, understand that this Agreement is a binding legal agreement. I understand that this Agreement is made for the benefit of QuadReal Property Group Limited Partnership or any of its affiliated entities (collectively, "**QuadReal**"), bcIMC Realty Corporation, and their respective partners, directors, officers, agents, representatives, employees, independent contractors, sponsors, subcontractors, successors and assigns (collectively, the "**Releasees**").

I understand that QuadReal will not permit me to attend at or participate in activities of the Facilities unless and until this Agreement is signed by me. In consideration of permitting me to participate in the Activities, I acknowledge and agree to the following terms:

1.   ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I understand and acknowledge the risks, dangers, and hazards which are inherent on attending at or participating in activities of the Facilities, which risks include, but are not limited to: the potential for bodily injury, illness, permanent disability, paralysis, or death arising from transmission of communicable disease (including COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses; or negligence or omission of the Releasees (collectively, the "**Risks**"). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on the Attendee or on others with whom the Attendee may transmit such disease.

I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS DESCRIBED ABOVE AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS

_____
Signature of Attendee

QuadReal™

2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY: In consideration for allowing the Attendee to use the Facility, the Attendee and/or the Attendee's Guardian:

(a) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with attendance at or participation in activities of the Facilities, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same;

(b) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from attendance at or participation in activities of the Facilities; and

(c) agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees resulting from the Risks arising from the Attendee's attendance at and/or participation in activities of the Facilities.

3. REPRESENTATIONS: I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

4. JURISDICTION: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

5. SEVERABILITY: If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Print Name: _____   **Date of Birth:** _____
the "**Attendee**"   (mm/dd/yyyy)

Signature: _____   **Date:** _____
Attendee   (mm/dd/yyyy)

Access Card Number: _____   **Requested Access:** _____   **Male** _____   **Female** _____