

**Commerce Place
Amenity Access Request Form**

Please select the requested amenities or facilities (selected amenities and facilities are collectively defined herein as the **"Facilities"**):

- ☒ Bike Storage ☐ Fitness Facility
☐ Shower/Change/Locker Room

Please select M or F for your Shower/Change Room (if applicable): ☐ M ☐ F

Description of bicycle/scooter (if applicable): _____

In consideration of bcIMC Realty Corporation and Canadian Core Real Estate LP (the **"Owner"**) and QuadReal Property Group Limited Partnership (the **"Manager"**) providing the Facilities for the tenants of the building, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicant acknowledges and agrees that, in using the Facilities:

1. the applicant accepts all risks, dangers and hazards associated with the use of the Facilities;
2. the Owner and Manager make no representation or warranty with respect to the condition, function, operation, safety or use of the Facilities or the equipment and supplies provided at the Facilities;
3. there is no supervision of the Facilities;
4. the applicant has the experience, knowledge, and skill to use the Facilities and the equipment and supplies provided therein without instruction or supervision;
5. the applicant will check the condition and working order of any equipment or supplies before using and, if applicable, will wipe down any equipment or supplies with provided sanitizing spray/wipes before and after using;
6. the applicant has read and agreed to the enclosed waiver of claims, release of liability, assumption of risks and indemnity agreement, and understands that by signing this document they are:
 - a. waiving certain legal rights, including the right to sue;
 - b. releasing and forever discharging the Owner and the Manager and their respective employees and officers from all liability and for any and all loss, injury or damage (including death) to the applicant or the applicant's property; and
 - c. agreeing to fully indemnify the Owner and Manager and their respective employees and officers in connection with any claims arising as a result of the applicant's use of the Facilities;
7. the Facilities are for TENANTS OF THE BUILDING ONLY with permitted access through cards or mobile credentials AND GUESTS ARE NOT PERMITTED.

If the foregoing/above terms and conditions are not acceptable to the user, please do not use the Facilities. The undersigned has read this document and understands all its terms and has executed it voluntarily and with full knowledge of its significance.

Applicant Name: _____ Company: _____

Email Address: _____ Access Card Number: _____

Date: _____ Signature _____

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

**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.

I, the undersigned User (the "**User**"), 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**"), bclMC Realty Corporation and Canadian Core Real Estate LP, and their respective partners, directors, officers, agents, representatives, employees, independent contractors, sponsors, subcontractors, successors and assigns (collectively, the "**Releasees**").

In consideration of the Releasees permitting the User to access the Facilities (as defined above), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the User and/or the User's legal guardian acknowledge and agree to the following terms:

- 1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand and acknowledge that there are many risks, dangers, and hazards inherent in using the Facilities and the supplies provided by the Releasees at the Facilities (the "**Supplies**"), which could result in damage, loss, physical injury, illness or death, and which risks, dangers and hazards may include, but are not limited to: defective, dangerous or unsafe conditions of the Facilities or the Supplies; insufficient warnings, directions, instructions or guidance as to the use of the Supplies; User's lack of experience, knowledge, and skill to use the Supplies; fire arising from the use or storage of e-bikes and e-scooters; the transmission of communicable diseases; the conduct and/or negligence of the User or other persons using the Facilities; or negligence on the part of the Releasees, including the Releasees' failure to take reasonable steps to safeguard or protect the User from the risks, dangers and hazards associated with using the Facilities, including but not limited to those risks, dangers and hazards listed above (collectively, the "**Risks**").
- 2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY:** I hereby further agree to:
 - a** waive any and all claims or causes of action that I have or may in the future have against the Releasees, including without limitation the right to make a third-party claim or claim over against the Releases, in connection with use of the Facilities and/or the Supplies, including but not limited to claims arising due to negligence, breach of contract, breach of warranty, breach of statutory or other duty of care, including any duty of care owed under the Occupiers' Liability Act, or the failure on the part of the Releasees to take reasonable steps to safeguard or protect the User from the risks, dangers and hazards associated with using the Facilities and/or the Supplies, including but not limited to the Risks;
 - b** release, discharge and forever hold harmless the Releasees from any and all liability for damages, loss or expenses arising from the User's use of the Facilities and/or the Supplies; and
 - c** indemnify and hold harmless the Releasees for any and all damages, losses or expenses (including legal costs) of any kind arising in connection with any claims, demands, or causes of action of any kind whatsoever, including those involving negligence on the part of the Releasees, resulting from the User's use of the Facilities and/or the Supplies.
- 3. REPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the use of the Facilities other than what is set forth in this Agreement. Additionally, I further acknowledge and agree that where Supplies are provided by QuadReal, QuadReal makes no representation, warranty, or guarantee regarding the quality, suitability or availability of the Supplies.

Initial:

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

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

Print Name: _____
the "**User**"

Date: _____
(mm/dd/yyyy)

Signature: _____
Signature of User