FITNESS CENTRE APPLICATION FORM

Please view the annex at the end of this document package for current Fitness Centre operating procedures. The guidelines included in the QuadReal Return to Workplace Playbook and all current provincial and federal regulations pertaining to COVID-19 restrictions take precedence over the information in this package.

In consideration of the Owners, 1672 Holdings Ltd., and the Manager, QuadReal Property Group Limited Partnership, providing the facility and equipment for the tenants of the building, in using this facility and the equipment, each user acknowledges and agrees that:

1. No representation or warranty is made on the condition, function, operation, safety or use of the facility or equipment;

2. There is no supervision of the facility;

3. The user has the experience, knowledge, and skill to use the facility and equipment without instruction or supervision;

4. The user understands appropriate workout apparel is required to be worn at all times when using the Fitness Centre, including footwear with a closed toe and closed heel;

5. The user will check the condition and working order of any equipment before using;

6. The user will wipe down any equipment with provided sanitizing spray/wipes before and after using;

7. The user accepts all risks associated with the use of the facility or the equipment at his or her own risk;

8. The user releases and forever discharges the said Owner and the said Manager and their respective employees and officers from all liability and for any and all loss, injury or damage
(including death) to the person or property of the user whether caused by any act or omission
(negligent or otherwise) or the said Owner or the said Manager or their respective employees and officers; and

9. The user waives and renounces any statutory rights or benefits, including the Occupiers Liability Act, which are contrary to the Waiver, and expressly agrees that any statutory duty or care on the part of the Owner is waived and modified.

The facility is open 24-hours, seven (7) days a week for Tenants with permitted access cards. **It is expressly agreed by the undersigned that the facility is for tenants of the building only and guests are not permitted.**

If foregoing/above terms and conditions are not acceptable to the user, please do not use the facility and the equipment.

The undersigned has read this waiver and understands all its terms and has executed it voluntarily and with full knowledge of its significance.

Applicant Name:

Date:

Signature:

Access Card Number:

Kindly submit your completed form to service@quadrealconnect.com for access.

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 (INCLUDING BUT NOT LIMITED TO COVID-19)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING BUT NOT LIMITED TO COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR ATTENDANCE AT AND/OR PARTICIPATION IN ACTIVITIES OF THE COMMON AREA FACILITIES AT 666 BURRARD 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**"), 1672 Holdings Ltd., 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

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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)

Access Card Number: _____ **Facility:** _____

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

STEPS TO FITNESS CENTRE ACCESS

1

Book your time slot in advance via the QuadReal+ App.

2

Complete the COVID-19 questionnaire on the day of your booking.

Keep the confirmation.

3

Arrive at your pre-booked time.

When possible, arrive dressed to work out to reduce crowding in change rooms.

4

Show your booking confirmation and COVID-19 questionnaire confirmation to the Gym Operator at check-in.

HAVE A GREAT WORKOUT!

A Facility Waiver and Fitness Centre Application are required to be on file before Fitness Centre access can be granted. If your access card does not function, you may not yet be approved.

Kindly contact Tenant Services for assistance at 1-877-977-2262 or service@quadrealconnect.com. The Gym Operator cannot grant access if you are unable to access the gym with your card.

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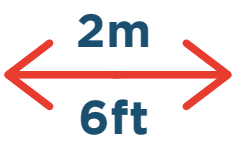
FACILITY GUIDELINES

4

PERSONS MAXIMUM OCCUPANCY



Keep a safe distance at all times.

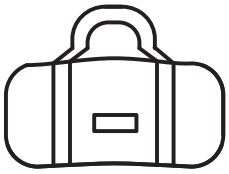
Spotting or working out in partners/groups are not allowed at this time.

Please use hand sanitizer upon entry and exit of facilities.

Wipe down equipment with provided wipes both before and after use.

Masks must be worn at all times

Personal mats are not permitted.



Take all items with you. Anything left behind will be discarded.

Personal water bottles permitted as drinking fountains are out of use.

Thank you in advance for your cooperation.
Lack of adherence will result in revocation of user privileges.

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