

**IMPORTANT:** The First West Credit Union Fitness Centre (the "FWCUFC"), is located on the ground level of The First West Credit Union Building and is provided for the exclusive use of employees of Office Tenants of The First West Credit Union Building. Since the FWCUFC is unsupervised, it is necessary for each individual to acknowledge their agreement to comply with the "Rules of Use" and sign the attached Exclusion and Waiver of Liability and Assumption of Risk prior to being provided access to the Centre. Please take care to follow the "Rules of Use" and help keep your fitness centre in great shape.

|                               |                            |  |
|-------------------------------|----------------------------|--|
| Company Tenant Name:          |                            | Suite No:  |
| Member Name (first and last): | Access card #:             | Please indicate M or F <input type="checkbox"/> <input type="checkbox"/> |
| Telephone:                    | Email address:             |  |
| Signature:                    | Date submitted dd-mm-yyyy: |  |

## RULES OF USE

- Memberships to the Fitness Centre are provided **exclusively to employees of Office Tenants of The First West Credit Union Building**. No other tenants or visitors of The First West Credit Union Building are allowed. Please do not allow access to the Fitness Centre to anyone (whether they claim to be an office Tenant employee or not). Those found providing access to non-members will have their Fitness Centre privileges revoked immediately.
- Use of the shower and change room is restricted to members of the Fitness Centre only.
- Access to the Fitness Centre is provided by your security access card only. Please contact the management office for any lost/stolen access cards.
- Replacement access cards costs will be charged back to the Tenant.
- The Fitness Centre is available for use each business day Monday to Friday. Please observe the hours of operation established for the building which are subject to change from time to time.
- Due to the limited number of lockers, the use of the lockers is restricted to the time of actual use in the Fitness Centre. Please do not leave cycling gear or any other apparel in the lockers while you are away from the Fitness Centre. Any locks found on lockers for more than 24 hours will be removed and the contents taken to our Building Operator's Office.
- Please respect the equipment and neighboring tenants and ensure that you DO NOT BANG the weights on the equipment.
- Please wipe off the equipment, after you have used it, with the disinfectant spray and towels provided.
- Report equipment that is not working properly to the Property Management office.
- Equipment may not be removed from the Fitness Centre.
- No food or drinks are allowed in the Fitness Centre except for water bottles.
- Appropriate clothing must be worn at all times.
- The gym has a maximum occupancy limit of **10 people**.
- Condition of Membership: All members must sign the attached "Exclusion and Waiver of Liability and Assumption of Risk" prior to being granted a membership to the Fitness Centre.
- The Landlord reserves the right to revoke privileges to anyone found to be in breach of the Rules of Use of the Fitness Centre.
- The Landlord reserves the right to restrict access to the Fitness Centre from time to time and will endeavor to provide reasonable notice to members of such closures.

I have read the preceding "Rules of Use" and agree to abide by them.

619547 BC Ltd. c/o Warrington PCI Management (the "Company") operates a Fitness Centre located at 19933 88th Avenue, Langley, British Columbia (the "Premises"). Please initial the following sections A through G and paragraphs H through L.

- A. ☐ Members who use our facilities, equipment, change rooms, lockers and shower facilities, do so at their own risk; members further acknowledge and accept that they are solely responsible for the determination of the nature and extent of risks involved in using the equipment and facilities at the Premises.
- B. ☐ Members who are locked out of a locker outside of regular building hours (**Monday to Friday, 8:00 AM to 4:00 PM**) and require assistance from our security personnel, will be charged a service fee of \$50, plus applicable taxes. This fee is payable directly to the security contractor via credit card using the Square App or in cash.
- C. ☐ I wish to use the equipment and facilities located at the Premises.
- D. ☐ I recognize that there are risks associated with using the equipment and facilities at the Premises.
- E. ☐ I will consult, have or should have consulted with a physician or physicians with respect to the appropriate exercise regime, level of physical exertion, and frequency and duration of exercises before and regularly after engaging in the use of the equipment and facilities located at the Premises. I confirm that I am aware that I should have regular, periodic medical check-ups during which I should advise my physician of my activities at the Premises.
- F. ☐ I acknowledge that I am over 19 years of age, and voluntarily choose to use the equipment and facilities at the Premises.
- G. ☐ I recognize that the Company is not responsible for any exercise routine(s) or program(s) which I have adopted as a result of suggestions, instructions or prescriptions given by sources (i.e. physicians, health books and guides, media programs) unrelated to and outside the control of the Company.

NOW THEREFORE in consideration of the Company allowing me to use the Premises, I hereby on my own behalf or my heirs, executors, administrators, assigns or anyone else who may now or at any time hereafter claim in my name of my behalf:

- H. ☐ Release and forever discharge the Company and its directors, officers, employees and agents from and against all actions, causes of action, damages, debts, claims, demands, cost and expenses relating to or arising out of my use of the Premises whether or not incurred by the negligence of the company, its directors, officers, employees or agents.
- I. ☐ Agree to indemnify and save harmless the company and its directors, officers, employees and agents from and against all actions, causes of action, damages, debts, claims, demands, cost and expenses which may hereafter be brought against all or any of them by or on behalf of any person and which relate to or arise out of my use of the Premises even if such actions, causes of action, damages debts, claims demands, costs and expenses accrued by reason of the negligence of the Company, its directors, officers, employees or agents.
- J. ☐ This waiver and Exclusion of Liability and Assumption of risk represents the entire agreement. I acknowledge that I have not relied on any agreements, covenants, warranties, or representations of any kind whatsoever not included in this exclusion and waiver of liability and assumption of risk.
- K. ☐ I acknowledge that the facts in respect of which this waiver and exclusion of liability and assumption of risk is made may prove to be other than or different from the facts which I at present time understand to be true and I agree that this waiver and exclusion of liability and assumption of risk shall be in all respect enforceable and not subject to termination, rescission or variation if my present understanding of said facts is incorrect.
- L. ☐ I further acknowledge and accept that I am solely responsible for the determination of the nature and extent of risks involved in using the equipment and facilities at the Premises.

619547 BC Ltd., Carvolth Holdings Corp., First West Credit Union and Warrington PCI Management, have done its best to put in place preventative measures to reduce the spread of COVID-19; however, 619547 BC Ltd., Carvolth Holdings Corp., First West Credit Union and Warrington PCI Management, cannot guarantee that you will not become infected with COVID-19.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by using the fitness facilities. Such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Fitness Centre may result from the actions, omissions, or negligence of myself and others, including, but not limited to, 619547

BC Ltd., Carvolth Holdings Corp. and Warrington PCI Management, and their employees and contractors.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your use of the Fitness Centre. You hereby release, covenant not to sue, discharge, and hold harmless its employees, contractors, agents, and representatives, from the Claims. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of as well as 619547 BC Ltd., Carvolth Holdings Corp., and First West Credit Union and Warrington PCI Management, and representatives whether a COVID-19 infection occurs before, during, or after use of the Fitness Centre.

This agreement shall be governed by the laws of British Columbia and the parties hereto attorn to the jurisdiction of the Courts of British Columbia. I HAVE CAREFULLY READ THIS EXCLUSION AND WAIVER OF LIABILITY AND ASSUMPTION OF RISKS SET OUT ABOVE AND I UNDERSTAND AND AGREE TO ITS PROVISIONS.

|                           |   |
|---------------------------|---|
| Full name (please print): | Company name (please print):  |
| Signature:                | As of date dd-mm-yyyy: at the City of Vancouver, in the Province of British Columbia. |

This section of the form is to be completed by the management office.

|  |                  |       |
|--|------------------|-------|
| Received by:                                 | Date dd-mm-yyyy: | Time: |
| 619547 BC Ltd. c/o Warrington PCI Management |                  |       |