

IMPORTANT: The King George Hub Fitness Centre (the “Fitness Centre”), is located on the second floor of King George Hub and is provided for the exclusive use of King George Hub office tenants. 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 Fitness 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 #	
Telephone	Email address	
Signature	Date submitted dd-mm-yyyy	

RULES OF USE

- Access to the Fitness Centre is provided **exclusively to tenants**. No visitors of the King George Hub office building are allowed. Please do not allow access to the Fitness Centre to anyone (whether they claim to be a tenant or not). Those found providing access to non-members will have their Fitness Centre privileges revoked immediately.
- 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 will be charged a fee.
- 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 provided.
- Report equipment that is not working properly to the 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.
- Condition of Membership: All members must sign the attached “Exclusion and Waiver of Liability and Assumption of Risk” prior to being granted access 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 endeavour to provide reasonable notice to members of such closures.

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

PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership c/o Warrington PCI Management (the “Company”) operates a Fitness Centre located at 9850 King George Boulevard in Surrey, British Columbia (the “Premises”). Please initial the following sections A through E and paragraphs 1 through 5.

- A. Persons who use our facilities, equipment, change rooms, lockers and shower facilities, do so at their own risk; and 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. I wish to use the equipment and facilities located at the Premises.
- C. I recognize that there are risks associated with using the equipment and facilities at the Premises.
- D. 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.

- E. I acknowledge that I am over 19 years of age, and voluntarily choose to use the equipment and facilities at the Premises.
- F. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership and it's agent Warrington PCI Management have done its best to put in place preventative measures to reduce the spread of COVID-19; however, PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership and it's agent 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, PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership and it's agent 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 PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership and it's agent 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 RISK AS SET OUT ABOVE AND I UNDERSTAND AND AGREE TO ITS PROVISIONS

Full name (please print)	Company name (please print)
Signature	As of date _____ at the City of _____, in the Province of British Columbia

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

Received by	Date	Time
PCI King George Developments Inc. and Fraser & King George Properties Limited Partnership by it's agent Warrington PCI Management (contact information)		

Please scan and email the completed form to service@warringtonpci.com