



ENBRIDGE
CENTRE

Waiver and Release of Claims Arising Out of the Use of the Enbridge Fitness Centre Golf Simulator

I, _____ hereby request permission to use the Enbridge Fitness Centre Golf Simulator (the "Golf Simulator"), located on level two (2) of Enbridge Centre, 10175 101st Street NW, Edmonton, AB, together with any and all equipment, and other facilities located therein. I understand and acknowledge that the Fitness Centre is not a public facility, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by Kelly Ramsey Limited Partnership C/O Hines Canada Management II ULC ("Landlord") or its authorized representative to use the Fitness Centre, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Centre and Golf Simulator facilities shall, at times, be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Centre may not be trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Centre, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Centre without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS CENTRE AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTRE, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE FITNESS CENTRE, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS CENTRE OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS CENTRE. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE FITNESS CENTRE, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Fitness Centre and Golf Simulator shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any verbal instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Centre. I agree that my failure to use the Fitness Centre and Golf Simulator in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Centre may result in the permanent loss of my privileges to use the Fitness Centre. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract, and I sign it of my own free will.

Print Name: _____ Signature: _____

Date: _____

Enbridge Centre Golf Simulator

Enbridge Fitness Centre Golf Simulator Rules and Regulations

Please check each box (☐) after reading every rule or regulation

1. Use of the Golf Simulator is limited to registered users only. Guests are permitted access, when at least one employee of an Enbridge Centre building tenant is in attendance, unless social distancing protocols limit the number of users. ☐
2. Use of the Fitness Centre change room and shower facilities are for Fitness Centre members only. Any guests, including those using the Golf Simulator, are expected to use the washrooms located outside the Fitness Centre entrance doors. ☐
3. You may not use the Fitness Centre or Golf Simulator unless you have read, understood and signed this Waiver and Release of Claims Form. ☐
4. The Golf Simulator hours of operation are Monday - Friday 5:00 AM to 8:00 PM. These hours may be subject to change at any time. ☐
5. Food and beverages are allowed in the Golf Simulator area (alcohol is strictly prohibited). ☐
6. Appropriate attire to be worn while using the Golf Simulator.
7. Please do not enter the Fitness Centre or Golf Simulator area with oil or grease on your shoes. ☐
8. Return any golf clubs, balls, and tees provided to designated areas after use. ☐
9. Do not use equipment unless you fully understand its proper use. ☐
10. Neither the Landlord nor building management will be responsible for any personal property left within the Golf Simulator area or Fitness Centre, including any items stored in lockers. ☐
11. Report any injuries or problems immediately to building management or Security desk on the main floor. ☐
12. Offensive or inappropriate behavior of any kind will NOT be tolerated in the Golf Simulator area or Fitness Centre. You may be removed from the facilities for any such behavior and offensive behavior may result in the permanent loss of use of the Golf Simulator and/or Fitness Centre. Any behavior you feel is inappropriate should be reported to building management immediately. ☐

The Golf Simulator and Fitness Centre is intended for the enjoyment of the employees of all Enbridge Centre tenants and their guests. Please assist us in maintaining the cleanliness of the facilities. Report any problems immediately to the building management or Security desk on the main floor.

Print Name: _____ Signature: _____

Date: _____

E-Mail: _____ Phone Number: _____

Enbridge Centre host (for guest form only): _____

Name

Company