

**ACKNOWLEDGEMENT OF RISK,  
RELEASE AND WAIVER OF LIABILITY**

**TO: bcIMC Realty Corporation (“Owner”) and QuadReal Property Group (“Manager”)**

**RE: Southcore Financial Centre - Indoor Bicycle Parking**

I acknowledge that I am a tenant (or an employee, officer, director, partner or other representative of a tenant) of Southcore Financial Centre and have registered with the Manager for the privilege to park my bicycle in such areas of the indoor parking facilities at Southcore Financial Centre as are designated from time to time by the Manager. I confirm that I will be using these privileges of my own choice and, in consideration of being permitted to access and use the Facilities and intending to be legally bound, hereby acknowledge and agree to assume all risk of injury, loss or damage of any kind whatsoever, in accessing and using the Facilities, including, without limitation, all risks associated with entering and exiting the Facilities, storing my bicycle in the Facilities and otherwise using the Facilities.

1. I acknowledge that, in order to access the Facilities for purposes of parking my bicycle, I will be using the same entrance and exit ramps as are used by service trucks, automobiles and other motorized vehicles that park within, or otherwise require access to, Southcore Financial Centre 18 York and that, accordingly, access to and use of the Facilities is inherently dangerous and carries with it an inherent risk of serious personal injury. Although the Facilities is monitored via security patrols and is assigned passcard access only I further acknowledge that the Facilities will carry with it an inherent risk of property damage, loss or theft. I confirm that I am well aware of and understand these risks. I further acknowledge that I am executing this document, accepting the privilege to use the Facilities, and accessing and using the Facilities voluntarily and that I freely and voluntarily assume any and all dangers, risks and hazards arising through access to, and use of, the Facilities, including, but not limited to, the risks of serious personal injury, property damage, loss or theft identified in this paragraph, as well as the risk of falls, dangers of collisions with vehicles, pedestrians, other users of the Facilities and fixed objects, and the dangers arising from surface hazards, equipment failure, inadequate safety equipment, fire and weather conditions.
2. I hereby waive, release and forever discharge each of the Owner and the Manager, and their respective subcontractors, service providers, suppliers, vendors and contractors, and each of their respective affiliates, directors, officers, partners, shareholders, employees, agents, insurers, representatives, successors and assigns (individually and collectively, the “**Released Parties**”) from any and all claims, demands, actions, causes of action, liabilities, obligations, damages (including direct, indirect, special and/or consequential), losses (economic and non-economic, omissions or costs (including court costs, lawyers’ fees and litigation expenses of any kind or nature (individually and collectively “**Claims**”) which I may have or may have in the future as a result of, relating to or arising from my access to, and use of, the Facilities.
3. I agree with the Owner and Manager that I shall be solely responsible for all Claims resulting from any personal injury (including partial or permanent disability or death), property damage, or the loss or theft of any property (including, without limitation, to or of my bicycle), however caused, arising out of or in connection with my access to and use of the Facilities.
4. I further agree not to sue any of the Released Parties for any of the Claims that I have waived, released or discharged in this Acknowledgment, Release and Waiver. I hereby agree to indemnify and save harmless each of the Released Parties from any and all expenses incurred by, and any and all Claims made by me or other individuals or entities against the Released Parties,

including, but not limited to, court costs, lawyers' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, any personal injury, property damage, loss or theft referred to in the preceding paragraph.

5. I understand that each of the Manager and the Owner reserve the right, in its sole discretion, to cancel my right to have access to and use the Facilities at any time upon 30 days' prior written notice. Without limiting the foregoing, I acknowledge that any attempts of fraudulent use of the bicycle tag provided to me by the Manager shall result in a cancellation of my right to access and use the Facilities. I will further not assign this Agreement to any other person or allows aid bicycle parking space to be used by any other person or persons without prior written approval from the Manager which approval may be unreasonably withheld or delayed.
6. I agree to use the Facility for temporary parking of my bicycle only and shall not use the Facility to store my bicycle on a long-term basis. I acknowledge that failure to comply with this policy may result in additional charges being assessed to me, and/or my bicycle being removed from the Facility at my expense.
7. Facilities are located on P1 Parking Level, south east corner for female cyclists. Access for male cyclists located on P2 Parking Level, south east corner.

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A) This Acknowledgement, Release and Waiver shall be binding upon me and my heirs, executors, administrators and assigns and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and will be treated in all respects as an Ontario contract.

SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Applicant Name)

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Applicant e-mail address)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(5 Digits Access Card \*00000)

\_\_\_\_\_  
(Witness Name)

\_\_\_\_\_  
(Signature of Witness)