



# Bike Room, Locker Room & Shower Facilities

## Rules and Regulations

**IMPORTANT:** The Bike Room, Locker Room and Shower are located on P1 level at the Renfrew Centre (2889 East 12<sup>th</sup> Avenue, Vancouver) and are provided for the exclusive use of our tenants. Since the Renfrew Centre Facilities 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 Facilities. Please take care to follow the “Rules of Use” and help keep your facilities in great shape.

Company name:	Suite No:
Member name (first and last):	
Access card #:	Please indicate shower facility: U _____ M _____ W _____ _____
Telephone:	Email address:
Signature:	Date submitted dd-mm-yyyy:

## Rules Of Use

1. Memberships to the Bike Room, Locker Room and Shower is provided exclusively to our tenants. No visitors are allowed. Do not allow access to the Bike Room, Locker Room and Shower to anyone (whether they claim to be a tenant or not). Those found providing access to non-members will have their Bike Room, Locker Room and Shower privileges revoked immediately.
2. Access to the Bike Room, Locker Room and Shower is provided by your security access card only.
3. The Bike Room, Locker Room and Shower is available for use each business day Monday to Sunday. Please observe the hours of operation established for your building.
4. All persons using the Bike Room agree to do so at their own risk. Bicycles must be locked at all times. Locks will not be provided.
5. Bicycles are to be stored on the racks only. Entrance exits should not be blocked nor should bicycles be positioned in a manner that will impede others from entering or exiting the Bike Room.

6. Smoking is not permitted in the Building, including the Bike Room and Locker Shower Rooms.
7. Bicycles may not be operated in any part of the building, including the parking garage, except as necessary for access to the Bike Room.
8. No overnight storage of bicycles. Bicycles left in the Bike Room for more than three (3) consecutive nights shall be deemed abandoned and may be removed disposed of (including removal of locks by force) by Owner/Manager without liability. Owner/Manager reserves the right to remove any bicycle(s) immediately if same presents a safety concern in Owner's/Manager's sole discretion.
9. All persons using the Locker Rooms agree to do so at their own risk. Do not leave valuables or other items unsecured. Locks should be used to secure any items placed in the lockers. Locks will not be provided. Owner/Manager reserves the right to open (including removal of locks by force) and inspect the contents of any lockers deemed necessary.
10. Lockers are to be used on a daily basis and all items and locks are to be removed after daily use. Locks and items left in the Locker Rooms at the close of each day shall be deemed abandoned and may be removed disposed of (including removal of locks by force) by Owner without liability.
11. The use of cameras (including camera phones) is prohibited in the Locker Rooms.
12. No running in the Locker Room.
13. All persons using the shower facilities in the Locker Room shall dry off within the shower area and shall not track water through the Locker Room or building.
14. All persons using the Locker Room shall maintain the locker and shower areas in a cleanly manner and properly dispose all trash.
15. Any suspicious activity, injury, vandalism or damage shall be reported to security and/or Manager immediately.
16. Glass items are prohibited in the Bike Room, Locker Rooms and Shower.
17. Alcohol is prohibited in the Bike Room, Locker Rooms and Shower.
18. Owner reserves the right to add, change or delete any rule or regulation herein contained and to change the method of operation of the Bike Room, Locker Rooms and Shower to ensure maximum enjoyment thereof. Failure to comply with these rules and regulations may result in revocation of the right to use the Bike Room, Locker Rooms and Shower.

I have read the preceding “Rules of Use” and agree to abide by them. In consideration for the use of the Bike Room, Locker Room and Shower Facilities located on the P1 level at 2889 East 12th Avenue, Vancouver, BC (collectively, the “Facilities”), the undersigned acknowledges to and agrees for the benefit of Renfrew Properties Ltd. (“Owner”) and Epic Investment Services (BC) Inc. (“Manager”), as follows:

1. The undersigned is an employee, associate, director, officer or owner of the Company listed above.
2. The undersigned shall use the Facilities only in accordance with the rules and regulations promulgated by Owner/Manager from time to time, a copy of which are attached hereto and made a part hereof. It is the responsibility of the undersigned to read and understand the provisions of this Waiver and Release, including the attached Rules and Regulations. By his/her signature below, the undersigned acknowledges that he/she has read and understands the provisions of this Exclusion and Waiver of Liability and Assumption of Risk, including the attached Rules and Regulations.
3. This Exclusion and Waiver of Liability and Assumption of Risk provides the right to use the Facilities only temporarily and no bailment is created hereby. Furthermore, upon notice to the undersigned, Owner/Manager may terminate the use of the Facilities at any time in Owner’s/Manager’s sole discretion.
4. The operation and use of the Facilities will NOT be supervised by Owner or its Manager and the undersigned agrees that neither Owner nor Manager nor their respective successors, assigns, affiliates, directors, officers, employees, agents and partners (collectively, “Owner Manager Parties”) will be responsible for any personal injury or loss of personal property, including, but not limited to theft or damage of bicycles.
5. Renfrew Properties Ltd., and it’s agent EPIC Investment Services (BC) Inc., have done its best to put in place preventative measures to reduce the spread of COVID-19; however, Renfrew Properties Ltd., and it’s agent Epic Investment Services (BC) Inc., 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 bike room/shower 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 bike room/shower facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Renfrew Properties Ltd., and it’s agent Epic Investment Services (BC) Inc., 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 bike room/shower facilities. You hereby release, covenant not to sue, discharge, and hold harmless Renfrew Properties Ltd. and employees, contractors, agents, and representatives, from any Claims. In addition, you understand and agree that this release includes any Claims based on the actions, omissions, or negligence of as well as Renfrew Properties Ltd., and it’s agent Epic Investment Services (BC) Inc., and representatives whether a COVID-19 infection occurs before, during, or after use of the bike room/shower facilities.

6. ALL USE OF THE FACILITIES BY THE UNDERSIGNED SHALL BE AT THE SOLE RISK OF THE UNDERSIGNED AND NEITHER OWNER NOR MANAGER NOR THE OWNER/MANAGER PARTIES SHALL HAVE ANY LIABILITY THEREFORE. The undersigned hereby irrevocably and unconditionally (i) releases Owner, Manager and the Owner/Manager Parties from any and all losses, claims, demands, causes of actions, costs and expenses, including attorney’s fees, damages or

liabilities whatsoever of any nature, including bodily injury or death, caused by or incurred as a result of or arising indirectly or directly from the undersigned's use of the Facilities, and (ii) agrees to indemnify, defend and hold Owner, Manager and the Owner/Manager Parties harmless from any loss or liability incurred by them as a result of the undersigned's acts or omissions within or about the Facilities, including any loss or liability resulting from property placed or stored in the Facilities.

THIS WAIVER AND RELEASE was executed by the undersigned with full knowledge of its contents. Once the waiver has been received, we require 2 days turnaround time. Your access card will be programmed. 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:	Company name:
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
Epic Investment Services (BC) Inc.:		