

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

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

**RE: Commerce Court- Shower and Change Facilities**

I acknowledge that I am a tenant (or an employee, officer, director, partner or other representative of a tenant) of Commerce Court and have registered with the Manager for the privilege of using the shower and change facilities at Commerce Court as are designated from time to time by the Manager (the “**Facilities**”). 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.

1. I acknowledge that I will use the Facilities at my own risk. I further acknowledge that my use of the Facilities will carry with it inherent risks of serious personal injury, property damage, loss and 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.
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 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 of Risk, Release and Waiver of Liability. 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 on my behalf 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 reserves the right, in its sole discretion, to cancel my right to have access to and use the Facilities at any time. Without limiting the foregoing, I acknowledge that any improper use of the Facilities, including causing any damage to the Facilities, or fraudulent, or attempted fraudulent, use of the access pass provided to me by the Manager, shall result in the cancellation of my right to access and use the Facilities. I further

agree not to assign the benefit of this Acknowledgment of Risk, Release and Waiver of Liability to any other person or permit my right to use the Facilities to be used by any other person or persons without prior written approval from the Manager, which approval may be withheld in the Manager's sole and unfettered discretion.

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This Acknowledgment of Risk, Release and Waiver of Liability 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\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
(please print name)

\_\_\_\_\_  
(please print name)

\_\_\_\_\_  
(please provide e-mail address)