



Jawl Properties Ltd.

Capital Park Fitness Centre Membership Agreement and Terms of Use

Member Name: _____ (the "Member")
Member Address:
Member Phone Number:
Member Email Address:
Membership Commencement Date:
Member Access Card Number:
Member Access Card Deposit: \$25.00
Monthly User Fee for 2018: \$42.50 per month plus applicable taxes <i>See attached for PAD Form to be completed by Member</i>

About the Facility

The Fitness Facility at Capital Park (the “Facility”) is a 2,000 square foot fitness centre located at 525 Superior Street in Victoria, BC. The Facility contains an array of cardio equipment, fitness machines, free weights, and stretching equipment. The Facility also contains a small number of storage cubbies, a gender neutral / universally accessible bathroom, and a water fountain and bottle filling station (there are no change room or shower facilities). The Facility is not staffed and access is provided by way of a card access system. Jawl Properties Ltd, the property manager of 525 Superior Street, is responsible for periodic cleaning and maintenance of the Facility. The Facility was created primarily for the use of the office tenants of 525 and 545 Superior Street however members of the public may also become members of the Facility subject to agreeing to certain terms, conditions and restrictions which are described herein.

For more information about the Facility, please contact Jawl Properties Ltd. at fitnesscentre@jawlproperties.com or (250) 475-0338.

Facility Terms, Conditions and Restrictions of Use.

Use of the Facility by the Member is subject to terms, conditions and restrictions of use as follows:

1. Prior to any use of the Facility, the Member is required to complete, sign and deliver to Jawl Properties Ltd. this Membership Agreement and the attached Release of Liability, Waiver of Claims, Assumptions of Risk and Indemnity Agreement and acknowledge and agree to the terms, conditions and restrictions of use.
2. Prior to any use of the Facility, the Member must deliver to Jawl Properties Ltd., a preauthorization form to authorize Jawl Properties Ltd. to debit the Member's bank account with the monthly user fee on the first day of each month during the membership term. The current monthly user fee applicable to 2018 is \$42.50 per month plus applicable taxes. The monthly user fee plus all applicable taxes is payable in advance on or before the 1st day of each month and subject to interest charges at 2% per month (26.8% per annum) on any unpaid balance thereafter. All payments returned from the Member's bank due to insufficient funds will be subject to a \$20 NSF charge payable to Jawl Properties Ltd. Monthly user fees will be pro-rated for half a month if the Membership Agreement starts after the 15th of the month. No fees will be pro-rated upon termination.
3. Jawl Properties Ltd. reserves the right at its sole discretion to deactivate the Member's access card, terminate this Membership Agreement immediately, and take legal action to recover loss of revenue if user fees are unpaid or if the terms, conditions and restrictions of use are violated. Requests to reactivate cancelled access cards will result in a \$20 charge per card to the Member.
4. Prior to any use of the Facility, the Member must deliver to Jawl Properties Ltd., a refundable \$25.00 access card deposit. This deposit is refundable to the Member upon termination of the Member's Membership Agreement and the return of the Member's access card to Jawl Properties Ltd. The access card deposit is non-interest bearing. Access cards which are damaged due to Member negligence or misuse or which are lost or stolen will result in a forfeiture of the Member's \$25.00 deposit, if a replacement card is required it will be issued at a cost to the Member of \$25.00. Only one activated access card is permitted per Member.
5. To terminate the Membership Agreement, the Member is required to:
 - provide one full calendar month's advance written notice to Jawl Properties Ltd. (a calendar month is from the 1st day of the month to the last day of the same month) (i.e. notice given March 15 will be effective April 30); and

- return the access card within thirty (30) days from the termination date in order to receive the security deposit refund.
6. The monthly user fee payable hereunder is subject to change each calendar year although in no case shall any given annual increase exceed 5.00% over the previous year's applicable user fee. The Member shall be provided with no less than one month's written notice of any change to the monthly user fee.
 7. The Member cannot assign or transfer his/her membership or access card without the prior written consent of Jawl Properties Ltd. Nor will the Member permit access to any other person.
 8. Jawl Properties Ltd. reserves the right to cancel this Membership Agreement upon three (3) month's written notice to the Member.
 9. The minimum term of a Membership Agreement is for three (3) months.
 10. The monthly user fee is only for the licensed use of the Facility.
 11. The Member shall be permitted to use the Facility during, and only during, the following times (excluding statutory holidays on which dates the Facility will be closed):
 - Monday: 7:00 AM to 11AM and 2:00PM to 9:00PM
 - Tuesday: 7:00 AM to 11AM and 2:00PM to 9:00PM
 - Wednesday: 7:00 AM to 11AM and 2:00PM to 9:00PM
 - Thursday: 7:00 AM to 11AM and 2:00PM to 9:00PM
 - Friday: 7:00 AM to 11AM and 2:00PM to 9:00PM
 - Saturday: 7:00 AM to 9:00 PM
 - Sunday: 7:00 AM to 9:00 PM

The Member acknowledges that the Facility will be closed from time to time, including on occasion during the hours noted above for cleaning, maintenance and repairs.

12. The Member acknowledges that the Facility is not operated by or affiliated in any way with the Government of British Columbia. The Member acknowledges and agrees that access to any part of the 525 Superior Street building other than the Facility is prohibited.
13. The Member acknowledges CCTV is utilized at the Facility.
14. When using the Facility, the Member shall comply with the following terms and conditions of Facility use which may be amended by Jawl Properties Ltd from time to time:
 - Use of the Facility and its equipment is at your own risk.
 - Know and respect personal limitations and use equipment properly.
 - Be courteous and respectful towards other users of the Facility.

- Return all equipment to its proper place and wipe down equipment after use.
- Do not lean on equipment and keep hands and feet away from moving parts.
- Proper fitness attire is required. No boots, street shoes, sandals or bare feet are permitted.
- No food or alcoholic drinks are permitted in the Facility.
- No use of cell phones or other personal electronics which may disrupt the enjoyment of the Facility by others.
- Use of the Facility by persons under 16 years of age is prohibited. Use of the Facility by Members 16-18 years of age must be accompanied by an adult aged Member.
- No equipment may be removed from the Facility for any reason and no equipment is to be used outside of the Facility. The use of any equipment from the Facility outside of the building is prohibited.
- All users of the Facility must have their own access card and have agreed to the terms of this Membership Agreement before using the Facility. No unauthorized access is permitted. Permitting access to unauthorized individuals will result in the immediate termination of this Membership Agreement.
- Please advise Jawl Properties Ltd. immediately of any unsafe conditions, damaged equipment, or use of the Facility not in compliance with these terms of use.
- Member access to the Facility shall be strictly through the exterior entrance on the east side of the Facility. Access to any other areas of 525 Superior Street is strictly prohibited.

All of the above terms, conditions and restrictions of use are hereby accepted and acknowledged by the Member as evidenced by his/her signature thereunder. Default or non-compliance by the Member of any of the aforementioned terms, conditions or restrictions may, in the sole determination of Jawl Properties Ltd, result in the termination of this Membership Agreement and loss of access rights to the Facility.

Dated at Victoria, British Columbia this ____ day of _____, 20__.

Member Signature

**CAPITAL PARK FITNESS CENTRE
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT**

To: **Jawl Properties Ltd., Jawl Precinct Lands Corp. and 525 Superior Street Victoria Holdings Inc.**, and each of their respective subsidiaries, affiliates, parent corporations, directors, officers, shareholders, agents, employees, contractors, subcontractors, representatives, successors and assigns (collectively referred to for convenience in this Agreement as "**Jawl Properties**")

From: Member Name _____

IN THIS AGREEMENT, "Fitness Activities" means any and all fitness activities conducted on or with the fitness equipment (the "**Fitness Equipment**") located in the Capital Park Fitness Centre (the "**Fitness Centre**") located at 525 Superior Street, Victoria, BC and provided by Jawl Properties for use by its tenants and their employees, contractors or any other person, including without limitation: (a) the use of treadmills, elliptical trainers, stair climbers and any other cardiovascular fitness training equipment; (b) the use of free weights, fixed weight machines, balls, ropes, mats and any other equipment used in the Fitness Activities; and (c) all fitness activities, instructional sessions or classes, events, services and other use of Fitness Equipment facilities hosted or sponsored by Jawl Properties or that take place at the Fitness Centre.

I. ASSUMPTION OF RISK

- 1.1 I agree that Jawl Properties will not permit me to participate in any Fitness Activities or use the Fitness Centre unless I sign this Agreement.
- 1.2 I agree that this Agreement applies to any and all Fitness Activities or any use of the Fitness Centre now or in the future.
- 1.3 I understand that the Fitness Activities and use of the Fitness Centre will expose participants to known and unanticipated risks, dangers, and hazards, which could result in damage or loss to my own or other's property, serious physical or emotional injury, paralysis or death.
- 1.4 I understand that risks are inherent in the very nature of the Fitness Activities and use of the Fitness Centre and cannot be eliminated without jeopardizing the essential qualities of the activities. I am aware that the risks may include, but are not limited to (a) loss or damage to personal property; (b) personal injury or death caused by physical exertion incurred during the Fitness Activities, repeated or frequent use of the Fitness Equipment or participation in the Fitness Activities, the improper use of

the Fitness Equipment, whether accidental or deliberate, my own accidental or negligent behaviour while using the Fitness Equipment or participating in the Fitness Activities, or any other behaviour, use or circumstances, that may be outside of the control of myself and/or Jawl Properties; (c) my own physical condition and my own acts or omissions, including my level of fitness experience and expertise; (d) my own failure or that of other participants to follow the safety guidelines of the Fitness Centre and other instructions for the Fitness Equipment; (e) manufacturing or other defects, both apparent and latent, in the Fitness Equipment or the Fitness Centre; and the negligence of any third parties.

- 1.5 I agree that the Fitness Centre is not in any way staffed or supervised and that I have a personal responsibility to (a) ensure that I properly and safely use the Fitness Equipment and Fitness Centre; and (b) learn and follow any safety rules and procedures established by Jawl Properties.

Member Initials: _____

II. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

IN CONSIDERATION of Jawl Properties allowing me to use the Fitness Centre, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

- 2.1 I agree to waive any and all claims that I have or may in the future have against Jawl Properties and to release Jawl Properties from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that

my next of kin may suffer, resulting from my use of the Fitness Centre or from my participation in any of the Fitness Activities, resulting from any cause whatsoever, including negligence, breach of contract, or breach of any statutory

or other duty of care, on the part of Jawl Properties or anyone for whom Jawl Properties is in law responsible, and also including failure on the part of Jawl Properties to safeguard or protect me from any risks, dangers, and hazards of the Fitness Activities.

2.2 I agree to hold harmless and indemnify Jawl Properties (a) in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from any act or omission by me, and in respect of all costs, expenses, and liabilities incurred by Jawl Properties in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining to them, and in respect of any loss, costs, expense, or damage suffered or incurred by

Jawl Properties arising from any breach by me of this agreement or any membership agreement for the Fitness Centre; and (b) from any and all emergency expenses related to first aid or medical treatment of myself in the event of an accident, injury, or illness. I acknowledge and agree that all expenses related to first aid or medical treatment of myself will be my responsibility and will not be paid by Jawl Properties.

2.3 I agree that there shall be no right of subrogation against Jawl Properties by any insurer who has provided insurance coverage to me for anything arising from my use of the Fitness Centre.

III. GENERAL ACKNOWLEDGEMENTS AND AGREEMENTS

3.1 This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

3.2 I consent to receive first aid and medical treatment in the event of an accident, injury or illness during any of the Fitness Activities.

3.3 All provisions of this Agreement that are reasonably required to have effect after termination of this Agreement, will survive the termination of this Agreement.

3.4 This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed

by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

3.5 In entering into this Agreement I am not relying upon any oral or written representations or statements made by Jawl Properties or any one for whom Jawl Properties is in law responsible, with respect to the safety of any of the Fitness Activities, except as is set out in this Agreement.

Dated at Victoria, British Columbia, this _____ day of _____, 20__.

SIGNED AND DELIVERED)
in the presence of:)
)
)
_____)
Witness)

_____) Member Signature

PAYOR'S PAD (PRE-AUTHORIZED DEBIT) AGREEMENT

1. Payor Information

Last Name _____ First Name _____

Street Address _____

City _____ Province _____ Postal Code _____

Tel: _____ Email: _____

2. Bank Account Information (please attach a VOID cheque)

Financial Institution: _____

Branch Address: _____

Account Number _____ Bank No. _____ Branch No. _____

3. Pre-Authorized Debit (PAD) Details

1. You, the Payor, authorize **Jawl Properties Ltd.** to debit the bank account identified above for :
 - A. Your first payment will be \$ _____ and will be debited to your bank account on/after _____, and.
 - B. \$ _____ commencing _____ and thereafter on the 1st business day of every month for the payment of your monthly membership charges. **Jawl Properties Ltd.** will obtain your authorization for any other one-time debits or changes to the amount of your monthly debit.
2. You, the Payor, may revoke your authorization at anytime by providing written notice to **Jawl Properties Ltd.** at least **five (5) business days before the next debit is scheduled** at the address provided below. Cancellation of your pre-authorized debit does not eliminate your membership obligation unless you have provided notice to cancel your membership as required in your Membership Agreement.
3. You have certain recourse rights if any debit does not comply with this agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.
4. When the form is complete, forward to:
Jawl Properties Ltd.
#100 – 3350 Douglas Street
Victoria, B.C. V8Z 3L1
Tel: 250-475-0338 Fax: 250-475-0339
Email: info@jawlproperties.com

Signature of Account Holder:

Signature of Joint Account Holder (if applicable):

Name

(Please Print)

Name

(Please Print)

Date:

Date:

For OFFICE USE only:

Member Number