



BICYCLE USE AGREEMENT

Name of Bicycle User
(the "User") LAST FIRST INITIAL

Home Address STREET
CITY PROVINCE
POSTAL CODE

Work Phone No. **Cell No.**

Email Address

I.D. **Driver's License No.**
STATE TYPE AND NUMBER

Employee, Officer, Agent or Affiliate of
NAME OF TENANT
ADDRESS OF TENANCY

BICYCLE OPTIONS (Please Check one)

Women's 3 Speed 45CM Women's 3 Speed 43CM Men's 3 Speed 54CM Men's 3 Speed 58CM

HELMET Yes Declined **LOCK** **MANDATORY**

(Bicycle, Helmet and Lock herein referred to collectively as the "Bike")

Date & Time Out

Date & Time of Return

Date & Time In

Damage & Destruction Deposit *(the "Deposit")* to be returned to User when Bike returned in the condition supplied, reasonable wear and tear excepted.

If Bike not returned within twenty-four (24) hours of Time of Return, the Deposit will be applied to the full retail price of the Bike, Helmet and Lock plus taxes without releasing the User from liability for payment in full for any amount exceeding the Deposit.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

COVENANTS, REPRESENTATION AND WARRANTIES

1. I am of the full age of eighteen (18) years.
2. I will be the sole User of the Bike. I will not permit any other person to use the Bike. I am solely responsible for the Bike and the use thereof.
3. I will return the Bike at the above Time of Return.
4. I will wear a Helmet at all times while I am riding the bicycle and when the bicycle is not in use, secure the bicycle with the Lock.
5. I accept for use, the Bike, in an "as is" as then existing condition, and I assume full responsibility for the care of the Bike until their return and will return same in good condition, reasonable wear and tear excepted. I accept that the RELEASED PARTIES as herein defined make no representations or warranties as to the fitness for use or safety of the Bike and I rely solely on my own inspection in respect thereof.
6. I hereby assume all inherent and other risks involved in the use of the Bike, and that injuries are common and ordinary occurrences of such use and I recognize and freely assume those risks.
7. I represent and warrant that I am an employee, an officer, owner or agent of a tenant of Artis REIT, namely
8. I fully understand the use and function of the Bike, the Helmet and the Lock.

9. **Release Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the use of the Bike and One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I covenant and agree as follows:

I, on behalf of myself, my heirs, next of kin, dependents, representatives, successors, executors, administrators, assigns and any other person or entity on my behalf hereby DO HEREBY RELEASE, waive, discharge, and covenant not to sue, Winnipeg Square Leaseco Inc., ARTIS Real Estate Investment Trust, ARTIS REIT, AX Property Management L.P. and Artis Property Management General Partner Ltd. or any of them and their respective affiliates, owners, operators, principals, directors, officers, partners, managers, employees, members, instructors, volunteers, sponsors, contractors, subcontractors, invitees and agents (RELEASED PARTIES) from any and all claims, causes of action, demands and losses howsoever caused, of any nature and kind whatsoever including, but not limited to, any claim of misconduct, negligence, gross negligence, breach of contract, breach of any statutory or other duty of care, including any duty of care owed under The Occupiers' Liability Act (Manitoba), which I, my heirs, representatives, successors, executors, administrators and assigns may now have, or may have in the future, against the RELEASED PARTIES arising by virtue of:

- (a) personal injury (including death), accident or illness arising out of, or in any way related to my use of the Bike, taking, delivery or return of the Bike and accessing and exiting from the premises where the Bike is made available; and
- (b) damage or destruction to, or loss of my property or any property arising out of my use of the Bike or access or exit as aforesaid.

10. **Indemnification**

In consideration for my use of the Bike, I hereby agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from any and all causes of action, claims, demands, losses and suits of any natures arising out of, or in any way occasioned by my breach of this Agreement relating to my use of the Bike, including claims for misconduct, negligence and gross negligence. Should it become necessary for the RELEASED PARTIES to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees on a solicitor and own client basis, thereby expended, or for which liability is incurred.

11. **Acknowledgement of Understanding**

I have read this agreement carefully in full and fully understand its terms. I am not relying on any other oral or written representations or statements made by all or any of the RELEASED PARTIES or anyone with respect to the safety or the use of the Bike. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the Province of Manitoba. I agree to the terms hereunder and have had ample opportunity to ask questions and seek independent legal advice.

12. **Severability and Venue**

I further expressly agree that the foregoing release, indemnity, waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the Province of Manitoba and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

.....
USER'S SIGNATURE

.....
DATE (MM/DD/YY)

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WITNESS TO USER'S SIGNATURE