



## AMENITIES ACCESS AGREEMENT FORM

### MEMBERSHIP INFORMATION

First Name:				Last Name:			
Gender:	Male	Female	Age:		Phone #:		
Email Address:							
Company Name:				Access Card #:			
Building Name:				Suite Number:			
Home Address:							
City:		Province:		Postal Code:			
Emergency Contact:							
Relationship:		Phone #:					

**Please remember to send a labelled photo of yourself along with your membership package.**

### TERMS OF AGREEMENT

Only employees of Aspen Properties and Tenants, who work within The Bell Tower and MNP Tower, are eligible to use the "Amenities" (Fitness Centre, Golf Simulator, Conference Centre). For liability and safety reasons, non-members including spouses, children or friends, are strictly prohibited from using the Amenities at any time. Aspen Properties has the authority to terminate a membership for violation of this "Tenant Members Only" policy. Aspen Properties will not be held liable for any persons that have accessed the amenities without proper authorization and/or through a third party.

### PRIVACY

Aspen Properties is committed to protecting personal information by following responsible information handling practices in accordance with the provisions of the Personal Information Protection Act (PIPA) of Alberta. The member hereby gives permission for Aspen Properties or its nominees, associates and affiliates or their employees, to collect any personal information contained in this document, maintain personal information already on file and to collect further information for the purpose of contacting the member by mail, fax, telephone and/or email.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Signature

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## AMENITIES ACCESS AGREEMENT

### Offerings & Conditions

Welcome to Bell Tower! This building's wonderful amenities are solely for the use of Aspen Properties tenants. We are thrilled to support the health, well-being and team building of our tenants through the use of these amenities!

Aspen Properties would like to provide you with information that will address many of the frequently asked questions about our amenities in this document.

### MEMBERSHIP

A membership registration package including Membership Registration, Terms & Etiquette and a Waiver is required to be completed prior to gaining access to the amenities located throughout The Bell Tower. The membership package can be found on our website at [www.aspenproperties.ca](http://www.aspenproperties.ca) and can be submitted to [edmontonreception@aspenproperties.ca](mailto:edmontonreception@aspenproperties.ca). Membership provides access to the amenities such as the fitness centre, golf simulator, Conference Centre.

Any change in personal information (name, address, health status) must be reported to Aspen Properties when the change occurs.

#### Hours of Operation

The Jackson's Gym is open:

Monday – Sunday: 5:00 a.m. – 9:00 p.m.

Statutory Holidays: 5:00 a.m. – 9:00 p.m.

\*\*Please note cleaning of the fitness centre will be completed Monday-Friday at 10pm.

### ACCESS

Your building access card will be programmed to give you access to all amenities once you have completed the membership registration package. Please swipe-in each time you visit the amenities, even if you are coming through the open door behind another person.

The Bell Tower amenities are private facilities for the exclusive use of Aspen Properties tenants. For liability & safety reasons, no spouses, children, friends or outside personal trainers are permitted to use the facility at any time.

## JACKSON'S GYM FITNESS CENTRE

### EQUIPMENT

Cardio Equipment includes: Treadmills, Elliptical Trainers, Upright Bikes, Recumbent Bikes, Step Machine and Rowing Machine. Most of the cardio equipment is supplemented with individual television monitors.

Weight Training Equipment: Includes a variety of selectorized (pin adjustable) weight equipment, dumbbells ranging in weight from 5lb. – 100lb., squat rack, Olympic bars, kettle bells, adjustable benches, free weights and supplemental training equipment. Please do not drop weights.

### STUDIO

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There is a studio in the gym equipped with mats, medicine balls, weights, and kettle bells. The studio is available for personal use; however, no classes or bookings will be available at this time. Watch this space for upcoming additions and notifications.

## **CHANGEROOMS**

Lockers are for day use while using The Jackson's Gym. Those who occupy a locker "after hours" will have their lock removed and items from the locker placed in the Lost & Found at The Bell Tower concierge desk. Lost & Found items not claimed within 30 days will be donated. Members who wish to secure their belongings in a locker must provide their own lock.

The Jackson's Gym change rooms are equipped with a garment steamer and hair dryers. The women's change room will also include a curling iron and hair straightener and the shower facilities will have body wash, shampoo and conditioner for your use. Complimentary towel service will be provided for all fitness centre users.

### **Safety & Emergency Procedures**

- In the case of severe injury or medical emergency, phone 911 immediately and notify Aspen Security at 780.493.7512.
- Please wear clean exercise attire, free of holes, odours or tears.
- Closed toe and indoor shoes must be worn when using exercise equipment – no exceptions.
- Cameras are located in the facility, with exception of the locker rooms, for the safety and security of all participants.
- Do not bring large amounts of money or valuables to the Jackson's Gym.
- Aspen Properties is not responsible for lost or stolen items.

## **GOLF SIMULATOR & PUTTING GREEN**

The golf simulator is found on the 3<sup>rd</sup> floor of The Bell Tower. The golf simulator can simulate an 18-hole game inclusive of different course selections or a driving range for practice. The simulator area can hold up to 4 people and booking time will be limited to a maximum of 4 hours per group or person. Please ensure you book the golf simulator room via the Conference Centre booking system.

## **CONFERENCE CENTRE**

### **Conference Centre**

The Bell Tower conference centre boasts four boardrooms, video conferencing capabilities, free WIFI, complimentary water and telephone conferencing.

The conference centre booking system is powered by Asure space and has the capability to book

rooms in advance, cancel and change bookings as necessary. To book a conference room please visit [www.netsimplicity.net/aspen](http://www.netsimplicity.net/aspen)

To request a membership please email [edmontonreception@aspenproperties.ca](mailto:edmontonreception@aspenproperties.ca)

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## AMENITIES ACCESS AGREEMENT

### Release, waiver of claims and assumption of risk agreement

In consideration of my being permitted to utilize the facilities and amenities located at The Bell Tower, 10104-103 Avenue, Edmonton, AB (the "Property") including but not limited to participation in activities and/or programs at the Fitness Centre and/or use of the Golf Simulator, Conference Centre facilities at the Property (the "Activities") I,

\_\_\_\_\_ (Print Name), agree to the terms of and to be bound by this Release, Waiver of Claims and Assumption of Risk Agreement (collectively, the "Agreement").

**WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. READ IT CAREFULLY!**

- \_\_\_\_ 1. I acknowledge and understand that by participating in the Activities, I may be at risk of serious injury or harm, which includes but is not limited to: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to bones, joints, ligaments, muscles, tendons, soft tissue, and other aspects of my body, heart attack, stroke, heat stress, sprains, harm to general health and wellbeing (collectively, the "Risks"). I am aware of the Risks and I have full knowledge of the nature and extent of the risks associated with the Activities.
  
- \_\_\_\_ 2. In consideration of permission to participate in the Activities, I hereby agree and acknowledge the following: that I, my heirs, executors, legal representatives and personal assigns (collectively "I"), agree to unconditionally release, and hereby do unconditionally waive and release, PSPIB-RE Partners Inc., Aspen Properties Partnership 6 and its partners, Aspen Property Management Ltd., GMI Servicing Inc, and any other beneficial owner thereof and the respective partners, affiliates and subsidiary corporations of the foregoing entities and their respective officers and subsidiary corporations and their respective officers, directors, agents, insurers, board members, employees, volunteers, agent, independent contractors, assigns, successors, other participants and/or others acting on their behalf (collectively, the "Released Parties") from any and all claims, demands, actions and causes of action that I now have or may have in the future, or any of the Released Parties for any personal injury, illness, death, property damage or loss sustained by me in connection with, or in any way resulting from, my participation in the Activities on the Property due to any cause whatsoever, including without limitation, negligence or gross negligence on the part of the Released Parties.
  
- \_\_\_\_ 3. I agree and understand that by signing this Agreement I will be forever precluded from suing or otherwise claiming against the Released Parties, or any of them, for any loss, damage, personal injury, or death that I may sustain through my participation in the Activities on the Property.

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- \_\_\_4. I have full knowledge of the nature and extent of the Risks involved in the Activities. I am freely and voluntarily assuming the risks involved and in doing so I fully understand that I will be solely responsible for any personal injury, death, property damage, or loss sustained by me in connection with, or in any way resulting from, my participation in the Activities, due to any cause whatsoever, including without limitation, the negligence of any of the Released Parties. I understand that the risks may include, but are not limited to: (1) injuries arising from my use of any exercise equipment or machines within the fitness centre located on the Property; (2) injuries arising from my participation in supervised or unsupervised activities and programs on the Property; (3) injuries or medical disorders resulting from exercising at the fitness centre located on the Property; and (4) accidental injuries within the Property, including but not limited to, the locker rooms, showers, dressing rooms, and patios. Specifically, I acknowledge that as a participant in the Activities I am fully responsible for all legal, medical and any other costs that may arise by virtue of my participation in the Activities, including legal costs on a full indemnity, solicitor and his own client basis.
- \_\_\_5. I agree that, although the Released Parties have taken steps to reduce the Risks and increase the safety of the Activities, it is not possible for the Released Parties to make the Activities completely safe. I accept these Risks and I agree to relieve the Released Parties of all liability for all loss or damage arising from any cause whatsoever including without limitation, the negligence of any of the Released Parties.
- \_\_\_6. I agree to abide by and faithfully follow all rules and instructions given by the Released Parties relating to the Activities, as may be established at the sole discretion of the Released Parties, or any of them. I acknowledge that my right to participate in the Activities may be terminated immediately by the Released Parties, or any of them, if I fail to comply with such rules and instructions. I also understand and acknowledge that the Released Parties, or any of them, reserve the right to refuse my access to the Activities if they deem necessary for any reason whatsoever.
- \_\_\_7. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the Activities within the Property. I release the Released Parties from any and all liability and claims for any injuries, disability, death or loss or damage to person or property incurred while participating in the Activities, such having occurred due to, or in part, due to any and all known or unknown medical conditions, injuries, illnesses, ailments allergies, or medications.
- \_\_\_8. I acknowledge and understand that by participating in the Activities, I may be at risk of serious injury or harm, which includes but is not limited to: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to bones, joints, ligaments, muscles, tendons, soft tissue, and other aspects of my body, heart attack, stroke, heat stress, sprains, harm to general health and wellbeing (collectively, the "Risks"). I am aware of the Risks and I have full knowledge of the nature and extent of the risks associated with the Activities.



- \_\_\_ 9. I hereby hold harmless and indemnify the Released Parties from any loss, claims, or liabilities of any kind or nature whatsoever arising from personal injury/death or property damage incurred, or loss suffered by me, in connection with the use and/or consumption of alcohol at the Property. I confirm that if I have consumed any alcohol or drugs, I will not participate in any Activity within the Property.
- \_\_\_ 10. I understand that the Released Parties are not responsible for personal property lost or stolen while members and/or participants are using the Properties or are on the Property.
- \_\_\_ 11. I confirm that I am of the full age of eighteen years and that I have read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, personal representatives, executors, administrators and successors.
- \_\_\_ 12. I confirm that I have had sufficient time to read and understand this Agreement in its entirety. I understand that this Agreement represents the entire agreement between myself and the Released Parties. I, on my own behalf, am executing this Agreement freely and voluntarily without any compulsion on the part of the Release Parties.
- \_\_\_ 13. I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta. Further, this Agreement is intended to be as broad and inclusive, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

HAVING READ, UNDERSTOOD, AGREED WITH, AND ACCEPTED THESE TERMS, I HAVE EXECUTED THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.

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Print Name

Member's Signature

Date

## THE AMENITIES ETIQUETTE TERMS & CONDITIONS

### JACKSON'S GYM FITNESS CENTRE:

- **Scents** - In consideration of others with allergies or sensitivities to scents, please refrain from using scented products in the locker rooms including: lotions, powders, sprays, and perfumes.
- **Disinfectant Wipes** – Please use the disinfectant wipes provided to clean equipment seats, railings, machines, benches, and stretching mats after usage. Note: Disinfectant wipes are not to be flushed down the toilet.

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- **Respect for Members** - Show respect for others by refraining from using foul language or shouting.
- **Equipment Etiquette** - If completing multiple sets on a machine, please be courteous and let others work in sets during your rest period. Return all equipment to the appropriate location, place all dumbbells on the appropriate racks and plates to the pegs when you are finished.
- **Food and Drink** - Food and beverages are not permitted in the gym, with the exception of plastic or metal water bottles.
- **Dress Code** – Indoor appropriate running/gym shoes are required at all times. No sandals or open toed shoes are permitted. Active wear must be clean and odour-free. No jeans or businesswear to be worn while working out.
- **Mobile Phone Cameras** – Please refrain from taking photos while in the gym and/or locker rooms.

**GOLF SIMULATOR & CONFERENCE CENTRE:**

- **Food and Drink** – Food and beverages (non alcoholic) are permitted to be brought into the lounge/conference centre. Please ensure to clean up when finished.
- **Respect for Members** - Show respect for others by refraining from using foul language or shouting while within the Aspen amenities. Please also be additionally courteous to those using the conference centre.
- **Golf Simulator** – Please ensure the golf clubs are replaced in the bag and the simulator room is cleaned up after use.

**Emergency Procedures** - In case of an emergency and alarm bells sound, follow normal building evacuation procedures. In the event of a life safety emergency, please call 911.

I understand that failure to comply with the above may result in a termination of my membership. I acknowledge and accept all of The Amenities Access Agreement Etiquette Terms & Conditions.

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Signature

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Date: MM/DD/YY

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Print Name