

## Bike Share Agreement

### Bike User Information

First Name

Last Name

Address

City

Province

Postal Code

Home Phone

Cell Phone

Work Phone

Email Address

Tenant at 242 Hargrave

Resident at 225 Carlton

Company

Suite Number

1<sup>st</sup> Time User

I have used True North Square Bike's before.

### Emergency Contact

First Name

Last Name

Relationship

Cell Phone

Work Phone

### Bike Information

**Helmet:**      Yes                  Declined

**Basket:**      Yes                  Declined

**Bicycle lock:** Use is MANDATORY.

*The Bicycle, Helmet, Basket, and Lock are herein referred to collectively as the "Bike."*

**Date/Time Out:**

**Date/Time Returned:**

Please email this completed form to [TrueNorthSquare@BentallGreenOak.com](mailto:TrueNorthSquare@BentallGreenOak.com),  
or drop it off with Concierge in 225 Carlton.



## Agreement Terms and Conditions

*For valuable consideration:*

### 1. ACKNOWLEDGEMENT:

I hereby acknowledge that I have read in full the terms and conditions in this agreement for use of the Bike at True North Square, Winnipeg, Manitoba, operated by BentallGreenOak (Canada) Limited Partnership (the "Operator"), as agent for the owner of the building, TN Square Inc. and its successors and assigns (the "Owner"). I fully understand the terms and conditions and 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

### 2. RULES AND REGULATIONS:

I agree to abide by all rules and regulations made by the Operator relating to the Bike, including:

- a. I am of eighteen (18) years of age.
- b. I will be the sole user of the Bike. I will not allow any other person to use the bike. I am solely responsible for the Bike and the use thereof.
- c. I will return the Bike at the above Date and Time of Return. I understand that failure to return the Bike within the reserved time period will affect my ability to reserve the Bike in the future.
- d. When the Bike is not in use, I will secure the Bike with the Lock provided.
- e. I will wear a Helmet at all times while I am riding the bicycle.
- f. 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.
- g. I will take the Basket with me when leaving the bike unattended and secured with a lock.
- h. I accept for use, the Bike, in an "as in" as then existing condition, and I assume full responsibility for the care of the Bike until their return and will return the bike 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.
- i. If the Bike is reported as stolen while I am using it, I understand that I MUST have proof of theft to avoid being charged.
- j. I fully understand the use and function of the Bike, Helmet, Lock, and Basket.

### 3. WAIVER, RELEASE, AND INDEMNITY AGREEMENT:

I acknowledge that use of the Bike has certain inherent and associated risks and may result in personal injury or death. I agree that my use of the Bike, and my engaging in any activities during use, shall be at my own risk and I, for myself, my heirs, next of kin, dependents, representatives, executors, administrators, successors and assigns, and any other person or entity on my behalf do hereby release, waive, discharge, and covenant not sue and agree to indemnify and save harmless the Operator and the Owner and all their affiliates, principals, directors, officers, partners, managers,

employees, members, instructors, volunteers, sponsors, contractors, subcontractors, invitees and agents and others for whom they are in law responsible (RELEASE D PARTIES), from any actions, causes of actions, claims, costs, expenses, liabilities, demands and losses howsoever caused, of any nature and kind whatsoever including, but not limited to, any claims of misconduct, negligence, breach of conduct, breach of any statutory or other duty of care, including any duty of care under the Occupiers' Liability Act (Manitoba), which I, my heirs, executors, administrators, successors and assigns may now have, or may have in the future, against the RELEASED PARTIES arising in the nature of:

- a. personal injury (including death), accident, or illness resulting from, or related to, my use of the Bike, taking, delivery, returning, and accessing/exiting from the premises where the bike is made available or engaging in any programs and/or activities therein, however caused, whether through negligence or otherwise.
- 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.

4. INDEMINIFICATION:

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.

5. 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/YYYY)

Witness Signature

Date  
(MM/DD/YYYY)