

WENTWORTH STANDARD CONDOMINIUM CORPORATION NO. 346

BIKE REGISTRATION FORM – 1770 Main Street West, Hamilton –

WAIVER AND RELEASE OF LIABILITY in order to use the bike storage room located at 1770 Main Street West, Hamilton (hereinafter referred to as the “Building”), I,

_____, a Unit Owner in the Building, have premises commonly known as Unit # _____ located in Building _____, do hereby certify, covenant and agree as follows:

1. I understand that, in using the Bike Storage Room for storage of my bike, there may involve risks not known to me and not foreseeable at this time, including, without limitation, risk of loss or theft of, or damage to, my bike or accidental or other physical injury. I hereby assume the risk of any such loss, theft, damage or injury and further agree to indemnify and hold harmless WSCC346 (“Corporation”) and any and all officers, directors, shareholders, partners, employees, personnel, representatives, advisors or agents of the Corporation (collectively, “Corporation Parties”), and Corporation’s Parties’ successors and assigns, from liability, loss, costs, damage, expense, claim or suit, whatsoever, for any and all injury, loss, harm, cost, expense, claim, suit or damage resulting from or related to my use of the bike storage room. I hereby waive any claim that I may have against the Corporation and Corporation Parties for any (i) loss or theft of, or damage to, my bike or other personal property and (ii) injury, harm or death to my person in connection with my use of the bike storage room. In consideration of the Corporation permitting me to use the bike storage room for the purposes set forth herein, I hereby release, discharge, and covenant not to sue the Corporation, from any and all liability, claims, demands, losses or damages, that result from my use of the bike storage room including those resulting from ordinary negligence of the Corporation, but excluding those resulting from the gross negligence or willful misconduct of the Corporation or Corporation parties.

2. I understand that the Bike Storage Room is unmanned and unsupervised at all times, and that the Corporation shall have no obligation to provide personnel, surveillance, or security in the Bike Storage Room or to otherwise protect me or my bicycle from assault or theft or other any other harm to my property or my person, and I shall enter and use the Bike Storage Room at my own risk.

3. I agree that I will not lend my security card to any other person and will not allow anyone into the Bike Storage Room with my security card or otherwise, on penalty of revocation without notification. I agree that I will be responsible for any damage to property or injury to person caused by any unauthorized person that I have permitted to enter the Bike Storage Room, and that I will indemnify and hold harmless the Corporation, Corporation Parties from and against any claim arising as a result of such damage or injury.

4. I hereby represent that I am at least 18 years of age.

5. I agree that I will be responsible for any damage I cause to anyone’s bike or to the Bike Storage Room while using the Bike Storage Room and shall indemnify the Corporation, Corporation Parties and their successors and assigns from any claims from third parties related to any such damage.

6. I agree that I will only use the Bike Storage Room for the storage of my bike and for no other purpose whatsoever, including, without limitation, for storage of other personal property, including any personal

property of third parties. I agree that I will be responsible for any damage to property or injury to person caused by me or my bicycle in the Building, and that I will indemnify and hold harmless the Corporation, Corporation Parties and their successors and assigns from and against any claim arising as a result of such damage or injury, and will reimburse the Corporation and/or Corporation Parties for the cost to repair any such damage within thirty (30) days of written demand therefore.

7. I agree to use caution when exiting and entering the Bike Storage Room to prevent damage to walls and floors.

8. I acknowledge that I will abide by all rules and regulations governing the use of the Bike Storage Room that the Corporation may adopt from time to time.

9. I declare that I have read, understood, agree to the contents of this informed waiver and release of liability agreement in its entirety.

Signature _____ Date _____

Personal Information

First Name: _____ Last Name: _____

Unit No.: _____ Address: _____

Telephone No.: _____ Email Address: _____

Bike Information:

Serial No.: _____ Make: _____

Model : _____ Colour of Frame: _____

Bike Type: Men's Women's Children's

Telephone No.: _____ Email Address: _____

Attach Photo of Bike