

InJaNation Customer Waiver of All Claims, Release of Liability, Indemnity and Assumption of Risk Agreement

THIS IS A CONTRACT – READ BEFORE SIGNING AS BY SIGNING THIS WAIVER YOU ARE WAIVING IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

In consideration of being permitted by INJANATION FUN AND FITNESS INC. ("INJANATION") to engage and participate in its activities and to use its equipment and facilities (or supervise or watch others doing same) and in consideration of payment and acceptance of an admission fee for participants and other good and valuable consideration, I hereby **release, indemnify and forever discharge** INJANATION, its agents, shareholders, officers, directors, partners, employees, volunteers, equipment manufacturers, participants and lessors and each of their affiliates, subsidiaries and related and affiliated entities and the successors and assigns of all of them (collectively, the "RELEASED PARTIES"), on behalf of myself, my spouse, my child(ren), all minors under my care or supervision, all participants for whom I am signing, my parent(s), my heir(s), assign(s), personal representative(s) and estate as set forth below. All RELEASED PARTIES not parties hereto shall be third party beneficiaries of the agreements and the waivers, releases and indemnities herein.

I acknowledge that participation in the activities provided at INJANATION's facilities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity or activities. I understand that the **risks include, among other things and without limitation**: exposure of participants to the risk of cuts, bruises, sprained or broken wrists, ankles or other bones, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including full or partial paralysis, or death. I understand that traveling to and from trampoline or other activity locations raises the possibility of any manner of transportation accidents and double bouncing (resulting from having more than one person per trampoline) can create a rebound effect causing serious injury. I understand that flipping and running and bouncing off the walls is dangerous and can cause serious injury, and must be done at the participant's sole risk. I understand that similar risks are also inherent in using the foam pits, water hazards, climbing structures, swinging ropes, obstacle courses and any other devices, activities or attractions present at the facility. Furthermore, I understand that INJANATION employees have difficult jobs to perform and they strive for the highest standards of safety, but they are not infallible as they might be unaware of a participant's fitness level or abilities and may give incomplete warnings or instructions. I also acknowledge that the equipment being used might become loose, out of adjustment, or malfunction. I understand that there is also a risk that INJANATION employees may be negligent in, among other things, monitoring and supervising use of the INJANATION equipment and facilities and in the maintenance and repair of its equipment and facilities. **All of the foregoing are risks that I, on behalf of myself and any minors on whose behalf I am signing, specifically accept and by the execution of this Waiver of all Claims, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE") I am hereby releasing, indemnifying and forever discharging all of the Released Parties as set forth herein.**

I hereby expressly agree and promise to voluntarily accept and assume all of the known and unknown risks existing in the devices, activities and attractions present at INJANATION's facilities and premises. My participation, and the participation of the minors on whose behalf I am signing, in these devices, activities and attractions is purely voluntary and I elect to participate, or have such minors participate, in spite of all known and unknown risks and the consequences thereof.

I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation, or the participation of the minors on whose behalf I am signing, in the INJANATION devices, activities or attractions or my or their use of INJANATION's equipment or facilities, including any such claims which allege negligent acts or omissions of the RELEASED PARTIES. Should any RELEASED PARTY or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I have adequate insurance to cover any injury or damage that I, or any minor on whose behalf I am signing, may cause or suffer while participating in the devices, activities and attractions at INJANATION's facilities or premises, or else I agree to bear the full costs of such injury or damage myself. I am willing to assume the risk of any medical or physical condition that I, or any minor on whose behalf I am signing, may have, pre-existing or otherwise. I consent, on behalf of myself and any minor on whose behalf I am signing, to the administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify the RELEASED PARTIES from any and all liability or claims arising out of such treatment or transportation and agree to be responsible for the costs thereof. This RELEASE extends to any liability arising out of, or in any way connected with, the medical treatment and/or transportation.

In the event that I file a lawsuit against INJANATION or any of the RELEASED PARTIES for any reason, I agree to do so solely with the courts of the Province of Alberta and I further agree that the substantive law of the Province of Alberta shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this RELEASE is found to be void or unenforceable, the remaining portions of this RELEASE shall remain in full force and effect.

If the participant is a minor, I further agree to defend, indemnify and hold harmless INJANATION and any other RELEASED PARTY from any and all claims or suits for personal injury or death, property damage or otherwise which are brought by or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence or omissions of the RELEASED PARTIES.

I confirm that I have not, and any minor participant on whose behalf I am signing has not, consumed any alcohol or drugs or participated in any other activity which might impair or decrease my or their ability to safely participate in any of the activities located at INJANATION's facilities.

I confirm that I have had sufficient time to read and understand this RELEASE in its entirety. I understand that this RELEASE represents the entire agreement between myself (and any minors on whose behalf I am signing) and INJANATION (and the other RELEASED PARTIES), and is binding on myself, such minors and anyone claiming through or under me or them. I am executing this RELEASE freely and voluntarily without any compulsion whatsoever on the part of INJANATION or any of the other RELEASED PARTIES.

In consideration of not being required to sign a new copy of this RELEASE before each visit to INJANATION'S facilities, I further agree that **this RELEASE shall apply to any and all future visits by me and by the minor participant(s) until he/she/they are 18 years old.**

If the participant(s) is/are a minor, I agree that this RELEASE is made on behalf of the minor participant(s) and that all of the releases, waivers and promises herein are binding on or in respect of the minor participant(s). I represent and warrant to each of the RELEASED PARTIES that I have full legal authority as Parent or Legal Guardian of the minor participant(s) to bind the minor participant(s) to this RELEASE in every respect.

By signing this RELEASE, I acknowledge and agree that if anyone is hurt or killed or there is property damaged during my or the minor(s) participation in any of the INJANATION activities, I may be found by a court of law to have waived my and/or the minor(s) participant's right to maintain a lawsuit against INJANATION or any of the RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire RELEASE. **I have read and understood this RELEASE, and I agree, on behalf of myself and any minor participant(s), to be bound by all of its terms and restrictions.**

I agree as an adult participant, or the Parent or Legal Guardian of the minor participant(s), in consideration of being permitted to use INJANATION's facilities, that INJANATION has the irrevocable right, permission and authority to photograph and/or record me or such minor(s) and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of such photograph and/or recording, and acknowledge and agree that the rights granted in this RELEASE in relation thereto are without compensation of any kind. I also agree that all such photographs and/or recordings are the exclusive property of INJANATION.

This Release shall be effective and binding upon my or the minor(s) heirs, next of kin, executors, administrators, assigns and representatives in the event of my or the minor(s) death or incapacity.

Signature (Participant or Parent/Legal Guardian if Participant(s) is/are under the age of 18) _____

Today's Date _____

Name of Person Signing _____ Birth Date of Person Signing _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

Emergency Contact _____ Phone _____ Relation _____

IF THE PARTICIPANT(S) IS/ARE A MINOR (COMPLETE FOR EACH MINOR):

Name of Minor Participant _____ Birth Date of Minor _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

☐ same as for Parent / Legal Guardian

Name of Minor Participant _____ Birth Date of Minor _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

☐ same as for Parent / Legal Guardian

Name of Minor Participant _____ Birth Date of Minor _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

☐ same as for Parent / Legal Guardian

Name of Minor Participant _____ Birth Date of Minor _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

☐ same as for Parent / Legal Guardian

Name of Minor Participant _____ Birth Date of Minor _____

Address _____ City _____ Province _____

Postal Code _____ Email _____ Phone _____

☐ same as for Parent / Legal Guardian