

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY  
AGREEMENT**

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL  
RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY**

Initial

|                           |            |       |
|---------------------------|------------|-------|
| Last                      | First      |       |
| Street                    |            |       |
| City                      | Prov/State | Phone |
| Emergency Contact / Phone |            |       |

**TO: Extreme Air Park 3 Ltd. (the "Operator") and its related or affiliated companies, including Extreme Air Park Inc., Extreme Air Park 2 Ltd., Extreme Air Park 4 Ltd., Planet Lazer Amusement Ltd., Planet Lazer Operations Ltd., Planet Lazer Entertainment Ltd., Lasertron Laser Tag Ltd., Jutealis Holdings Ltd. (the "Affiliated Companies"), and the directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns of the Operator and the Affiliated Companies (collectively the "RELEASEES")**

**DEFINITIONS**

In this Agreement the term "Activities" shall include all activities, programs, events, classes and services provided, sponsored or organized by any of the Releasees or a combination of any of the Releasees including but not limited to: trampolining; trampoline park access; trampoline dodgeball; trampoline basketball; foam pit; half pipe; rock climbing; Knockerballs; obstacle course; aerial training; fitness classes; orientation or instructional sessions or lessons; and all other such related activities. The term "Facilities" shall include the building(s) and/or premises at which any of the Releasees or combination of any of the Releasees conduct business and/or in which the Activities are being conducted, and includes, without limiting the generality of the foregoing, all equipment, trampolines, safety equipment and fixtures contained within the said building(s) and/or premises.

**ASSUMPTION OF RISKS**

I am aware that my participation in the Activities involves many risks, dangers and hazards, which could result in damage, loss, physical injury, or death to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion; dehydration; fatigue; lack of fitness or conditioning; congenital defect or other pre-existing physical condition
- Premises: defective, dangerous or unsafe condition of the Facilities including but not limited to exposed springs, hooks, frames or other equipment; poor lighting; lack of protective padding, nets, matting or other

equipment; falls; collisions with objects, equipment or persons; temperature; weather

- Use of Equipment: the inherent danger involved with trampolining; mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; lack of supervision and/or trained spotters; failure to use or operate the equipment within my own ability
- Advice: negligent advice regarding the Activities
- My conduct and conduct of other persons: including but not limited to slipping and/or falling on and/or off equipment; jumps; runs; stunts; tumbles; somersaults; manoeuvres; acrobatics; having multiple participants participate in the Activities at one time; double-bouncing; weight difference between participants. I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks dangers and hazards of the Activities, some of which are referred to above.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of any of the Releasees or a combination of any of the Releasees allowing me to participate in the Activities, use their equipment and facilities and providing their services and consultation, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES AND **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in the Activities DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
  - negligence on the part of the Releasees;
  - breach of contract by the Releasees;
  - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
  - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers' Liability Act, R.S.A. 2000, c. O-4*, on the part of the Releasees; and
  - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.
3. Despite the risks, dangers and hazards of the Activities, and fully understanding such risks, dangers and hazards, I wish to participate in the Activities with the Releasees, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity, and any other person who could in any way represent me or act on my behalf.

**SAFETY:** I am familiar with the proper use of the equipment. I am aware that there are trampoline instructors and staff available to answer any questions I may have as to the proper use of the equipment. In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

**INSURANCE:** I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in the Activities.

**JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Alberta. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

|                    |                |
|--------------------|----------------|
| Signature:         | Date:          |
| Please Print Name: | Staff Witness: |

**NAME(S) AND BIRTH DATE(S) FOR PARTICIPANT(S) UNDER 18**

Name Minor #1 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #2 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #3 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #4 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #5 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #6 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #7 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #8 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #9 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

Name Minor #10 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY