

## **Assumption of Risk, Release and Waiver of Liability Agreement and Indemnity Agreement ("Waiver")**

I, as participant, or as parent or legal guardian of the minor child who is the participating in the activities as described below, (collectively referred to as the "Participant") and in consideration of the Participant being permitted to participate in any activity, program, or party at **CTME Inc. operating as Classified YYC** ("Classified YYC"), agree as follows:

**1. Assumption of Risk** – I acknowledge that by participating in the laser tag activities and/or any other services offered at **Classified YYC**, and/or by using the entertainment facilities at **Classified YYC** (the "Activities" or "Activity") creates a risk of severe bodily injury to the Participant. Injuries that could result will vary, but may include:

- (a) minor injuries such as scratches, bruises and sprains;
- (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and
- (c) catastrophic injuries, including paralysis and even death.

Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, as participant, or as parent or legal guardian of the minor child, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the Activities. Such risks and hazards include, but are not limited to falls on or from the equipment, tripping, collisions with the equipment or with other participants, malfunction of equipment and equipment failure.

I, as a participant, represent that I understand the nature of these Activities and that I am in good health, and in proper physical condition to participate in such Activities and that if I believe the conditions are unsafe, I will immediately discontinue the Activities. My participation in the Activities is purely voluntary and I elect to participate despite the risks.

I, as the parent or legal guardian of the minor child, understand the nature of these Activities and represent that the minor child is in good health, and in proper physical condition to participate in such Activities and that if I, as the parent or legal guardian of the minor child believe that the conditions are unsafe, I will immediately have my minor child discontinue the Activities. My minor's child's participation in the Activities is purely voluntary and I elect to allow my minor child to participate despite the risks.

I, as participant, or as parent or legal guardian of the minor child, agree to:

- (a) advise **Classified YYC** prior to the start of any Activities of my or my minor child's existing medical conditions or preexisting injuries;
- (b) not participate or have my minor child not participate under the influence of any drugs, medication, or alcohol whether prescribed or taken voluntarily that would affect my or my minor child's ability to participate or act as a reasonable person; and
- (c) assume the risks of any medical or physical condition that I or my minor child may have, known or unknown.

**2. Release, Discharge and Agreement Not To Sue** – I, as participant, or as parent or legal guardian of the minor child, do hereby release, discharge and agree not to sue **Classified YYC** and its managers, members, employees, insurers, affiliated companies, representatives, volunteers, administrators, sponsors, directors and/or other agents, for any injury to or death of myself as participant or my minor child, arising, directly or indirectly, from participation in any and all activities, programs, and/or parties at **Classified YYC**. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any negligence of **Classified YYC** and/or its managers, members, employees, insurers, affiliated companies, representatives, volunteers, administrators, sponsors, directors and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.

**3. Indemnification And Hold Harmless** – I, as participant, or as parent or legal guardian of the minor child, agree to indemnify and hold harmless **Classified YYC** from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including solicitor fees and costs, incurred due to claims brought by any third party as a result of or arising out of my or my minor child's involvement in any and all activities, programs, and/or parties at **Classified YYC** and to reimburse **Classified YYC** for any such costs, expenses and fees as they are incurred.

**4. Parent or Legal Guardian Certification and Consent** - I hereby certify that I am the parent or legal guardian of the participant whose name appears below, and I have authority to waive rights on behalf of the minor participant. I have read and I understand all of the provisions of this document and the risks identified in paragraph 1 herein-above. I understand that the Activities could cause injury and even death. I acknowledge that I am freely and voluntarily signing this document.

5. By signing this waiver I, as participant, or as parent or legal guardian of the minor child, agree to allow **Classified YYC** to store and use the personal information to contact me with offers and updates on **Classified YYC** services.

**6. Severability** – This document is intended to be as broad and inclusive as is permitted by the laws of the Government of Alberta and if any provision (or a part of any provision) contained herein is deemed to be invalid, the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

**7. Use of photography and/or videos** – I, as participant, or as parent or legal guardian of the minor child, acknowledge and agree that **Classified YYC** may use any photography/video taken at its entertainment space, without the expressed written permission of those included within the photograph/video. **Classified YYC** may use the photograph/video in publications or other media material produced, used or contracted by **Classified YYC** including but not limited to: invitations, magazines, newspapers, brochures, television, social media and websites.

**8.** This Waiver shall be binding upon myself, as participant and as the parent or legal guardian of my minor child, our heirs, executors, administrators, trustees, receivers, successors and assigns.

I, as participant, or as parent or legal guardian of the minor child understand that my agreement and completion of this Waiver on the first visit will authorize **Classified YYC** to use it as a continuous waiver for myself and/or my minor child's ongoing participation in the Activities. I hereby expressly authorize **Classified YYC** to use this Waiver as a multi-use waiver until I cancel it in writing.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND BY SIGNING IT I AGREE IT IS MY INTENTION TO RELEASE CLASSIFIED YYC FROM ALL LIABILITY ARISING FROM UTILIZING THE FACILITIES. I ALSO AGREE THAT I HAVE READ AND AGREE TO FOLLOW THE RULES SET OUT BY CLASSIFIED YYC AND DIRECT MY MINOR CHILD TO FOLLOW THE RULES AS SET OUT BY CLASSIFIED YYC.**

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Calgary, Alberta.

Name of Participant(s): \_\_\_\_\_

Name of Parent/ Legal Guardian if Participant(s) above is a minor child (under 18 years of age): \_\_\_\_\_

Participant(s) Date of Birth (if under 18): \_\_\_\_\_

Signature of Participant or Parent/Legal Guardian: \_\_\_\_\_

Email Address: \_\_\_\_\_