

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I understand that this document affects my legal rights and the legal rights of the minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement. PLEASE READ CAREFULLY!

In consideration of the services provided by **The Play Space** ("the Space") and of the permission granted by the Space to use the Space's property, facilities, and services and to participate in games and activities (including but not limited to activities such as skating, dodgeball, basketball, arcade games, and similar activities), climbing activities, jumping and sliding activities on inflatable and other equipment, and other exercise and amusement activities at the Space, including but not limited to rock climbing, air bag, ninja warrior course, wipe out, I, on behalf of myself and on behalf of my child or children and any other minors within my care as listed below ("Minors"), irrevocably agree to the following terms and conditions:

General Release and Waiver of Liability. I, for myself and on behalf of the Minors as well as my spouse, children, wards, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue the Space or its agents, shareholders, employees, representatives, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, visitors, lessors, predecessors, affiliates, relater parties, controlled or subsidiary organizations, successors, assigns, equipment suppliers and manufacturers, trainers, intellectual property holders, or any other persons or entities acting in any capacity on the Space's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any and all claims, demands, suits, losses, personal injuries (including death), debts, proceedings, costs, expenses, damages, property damage and loss, settlement amounts and liabilities, judgments, actions or causes of actions, whatsoever or howsoever, including and any and all costs and expenses in connection therewith, including legal fees and costs of investigation (collectively the "Claims") connected with or arising from my or the Minors' participation in the

Activities or use of the Space facilities, including DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, OMISSIONS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF THE SPACE AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE SPACE TO SAFEGUARD OR PROTECT ME OR THE MINORS FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.

understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the facilities.

(A) Acknowledgement of Risks. I understand that my participation and the participation of the Minors in the Activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the "Risks") include, but not limited to:

the risks inherent in the Activities, including but not limited to slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces in the Space or any bacteria or viral infections that is picked up at the Space;

the negligent acts or omissions of the Protected Parties, or their agents or employees; * defects in the Space facilities;

improper or inadequate instruction or supervision regarding the Activities or use of the Space facilities; the behavior of other participants in the Activities; * accidents or incidents in the Space facilities; and first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties or

their agents or employees.

*Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unanticipated risks may also result in injury, death, illness or damage to me, to the Minors or to our property.

I understand and acknowledge that it is the Space's policy that its Participants follow all rules and safety guidelines.

(B) COVID-19 Risks. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities have recommended various measures and prohibited a variety of behaviors in order to reduce the spread of the virus. The Space commits itself to comply with the requirements and recommendations of the public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, please understand that the Space cannot guarantee your child will not be exposed to or become infected with COVID-19. Further, attending the Space facility could increase your child's risk of contracting COVID-19, despite all preventative measures put in place.

By signing this document, I acknowledge the highly contagious nature of COVID-19, even without a carrier showing symptoms, and I voluntarily assume the risk that my child could be exposed or infected by COVID-19 while attending the Space. I am aware of the risks, dangers and hazards associated with COVID-19 and I freely accept and fully assume, on behalf of myself and on behalf of my child, all such risks, dangers and hazards, including the possibility of personal injury, illness, permanent disability, or death. Further, I acknowledge and confirm that I am willing to accept these risks, dangers and hazards as a condition of attending the Space.

I understand that while present in the Space my child will be in contact with children and employees who are also at risk of community exposure. I understand that no list of restrictions, guidelines or practices will remove 100 percent of the risk of exposure to COVID-19.

Assumption of Risks. After being fully informed of the above risks, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and the Minors, expressly agree and promise to accept and assume all known and unanticipated risks associated with participation in the Activities and use of the Space's facilities, including the Risks listed above, and I voluntarily elect to participate and to allow the Minors to participate in the Activities and use the Space's facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this form I am giving up my right and the right of the Minors to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me or the Minors, that results from such risks, including the Claims. I understand that I have the right to refuse to sign this form, and the Space has the right to refuse to let me or the Minors participate if I do not sign this form.

Indemnification Agreement. I hereby agree to hold harmless, discharge, indemnify and defend the Protected Parties from and against any and all Claims, (including claims brought by any of the Releasing Parties or Minors), arising out of or connected with my or the Minors' participation in the Activities or use of the Space's facilities, regardless of whether the Claims are the result of the negligent acts or omissions of myself, the Minors, the Protected Parties, or third parties, including other participants in the Activities. Such indemnity obligation shall include, but not be limited to, any Claim, action or proceeding that alleges that I or the Minors negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at the Space.

Release of Rights to Audio, Video and Photographic Images. I hereby grant the Space on behalf of myself and the Minors the irrevocable right and permission to photograph and/or record me or the Minors in connection with the Activities and the Space and to use the resulting photographic images, audio or video for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any reimbursement of any kind due to me or the Minors. On my behalf and on behalf of the Minors, I waive any right to inspect or approve the use of any such photographic image, audio or video. I agree that the Space will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds of my participation hereunder.

Certifications. In order to assist the Space in effectively providing for the safety of me and the Minors, I certify that:

- I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health or the health of the Minors
- I and the Minors possess a sufficient level of physical fitness and skill to safely participate in the Activities, and neither I nor the Minors have any pre---existing physical or medical conditions that might be impacted or worsened by use of the Space, including pregnancy, orthopedic problems, including back problems, heart problems, or breathing problems
- I will not use or allow the Minors to use the Space while any of us are under the influence of any drugs, alcohol or medications that may impair our physical activities or judgment
- I agree to follow (and cause the Minors to follow) all safety rules of the Space and to alert the Space staff to any rules violations or dangerous behavior of other participants
- I understand that my failure or refusal to abide by the safety rules of the Space or by instructions and directions of Space staff can lead to the immediate revocation of my right to use the Space, without any right to refund of any payments made
- I will notify Space staff before I or the Minors participate in Activities if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications * I will inform Space staff immediately if I or the Minors feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities
- I am aware that Space staff may need to end my or the Minors' participation in the Activities if my or the Minors' actions present a danger to myself or others
- I authorize the Space staff to administer emergency first aid and CPR to myself and to the Minors when deemed necessary by the Space staff

- I authorize the Space staff to secure emergency medical care or transportation if deemed necessary by Space staff, and I agree to assume all costs of emergency medical care of transportation; if any
- I acknowledge that the Space encourages each participant to obtain medical clearance prior to participating in the Activities

Term of Agreement. I understand that this agreement shall continue in effect and will be in full force and legal effect each and every time I or the Minors visit the Space, whether at the current location or any other location or facility. I agree that the Space may require me to sign a new agreement at any time as a requirement for my participation or the participation of the Minors in the Activities.

Legal Fees. I promise to indemnify the Space for any legal fees and costs incurred by the Space to enforce this agreement, including costs associated with any collection efforts. If Space obtains a judgment against me pursuant to this agreement, prejudgment and post-judgment interest shall accrue thereon as allowed by applicable law.

Governing Law; Venue; Dispute Resolution. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against the Space arising from or related to this agreement. If settlement is not reached within sixty (60) days after delivery of a written demand for mediation, such claim or dispute shall be submitted to and be settled by final and binding arbitration within one year of the date of this agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit, in addition to my agreement to defend and indemnify the Protected Parties, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay Protected Parties within 60 days of initiating or filing a lawsuit against Protected Parties liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time.

Entire Agreement; Severability. I understand that this is the entire agreement between the undersigned and the Space, and that it cannot be modified or changed in any way by the representations or statements of the Space or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that if any portion thereof is held invalid, void or unenforceable, it is agreed that the remainder of the agreement will remain in effect and will continue in full legal force and effect.

Effect of Agreement. I have read the above and fully understand the terms of this agreement and I have either consulted a lawyer regarding the agreement or have elected not to do so. I am aware that by signing this agreement, I am giving up rights that I may have to bring a legal action or assert a claim against the Protected Parties on the basis of their negligent acts or omissions. I

understand that by signing this agreement I may be found by a court of law to have forever waived my rights and the rights of the Releasing Parties and the Minors to maintain any action against the Protected Parties on the basis of any claim from which I have released the Protected Parties. I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me. I have had reasonable and sufficient opportunity to read and understand this entire agreement. I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this agreement on behalf of myself, the Releasing Parties and the Minors listed below.

I certify that I am the parent, legal guardian or authorized agent of the Minors listed below and that I have authority to sign this agreement on their behalf. I also certify that the information provided below for each Minor participant is true and correct. I acknowledge that the Space staff may require me to present a picture I.D. to verify my identity.

I, FOR MYSELF, MY SPOUSE, AND CHILD/CHILDREN, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child/Children: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date Signed: _____