

## Waiver and Release of Liability

HAS FRIENDS CALGARY LTD. O/A HIDE N SEEK INDOOR PLAYGROUND

1. In consideration for receiving permission to enter Hide N Seek Indoor Playground at #18 49 Aero Dr. NE Calgary, AB, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Has Friends Calgary Ltd., their officers, agents, contractors, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities which may take place in this building.

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
- Flying objects such as balls from the ball pit or foam balls from the "shooting gallery"

I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Has Friends Calgary Ltd. does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Province of Alberta and that any mediation, suit, or other proceeding must be filed or entered into only in Alberta and the federal or provincial courts of Alberta. Any portion of this document

deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

Please fill in YOUR name (first name, last name):

\_\_\_\_\_  
If you are a parent or guardian signing on behalf of a minor, please fill in THE NAME OF THE CHILD you are signing for

\_\_\_\_\_  
Would you like to sign for an additional child? Please add their name:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please fill in your address (required):                      City:                      Province:                      Postal Code:

\_\_\_\_\_

Please fill in your phone number (required):

\_\_\_\_\_

Please fill in your email address (required):

\_\_\_\_\_

Your signature (required):

Date (dd/mm/yy):

\_\_\_\_\_