

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature of Participant

TO: Arena Sports Ltd, Kidtropolis Family Fun Place Inc and their affiliated companies, subsidiaries, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers (all of whom are hereinafter collectively referred to as the "**RELEASEES**").

Name	Last	First	Middle Initial
	Address		City
	Street		Postal Code
	Prov/State	Country	

DEFINITIONS

In this Release Agreement, the term "Activities" shall include all activities, events, services or use of facilities provided, arranged, organized or conducted by the **RELEASEES** or engaged in by myself including but not limited to: nerf tag using motorized nerf blasters, running, sliding, jumping, and any instructional course or session whether as a player, coach, official, volunteer, worker or spectator; media coverage; and all other related activities, events or services.

ASSUMPTION OF RISKS

I am aware that participating in the Activities involves many inherent risks, dangers and hazards, including, but not limited to: tripping, falling, eye / ear and or face injury due to projectiles being fired at me, impact or collision with other persons, impact or collision with walls or floors or obstacles, heart attack or similar, the failure of nerf tag equipment such as the motorized blaster, the failure of batteries that power the blasters, or the failure of safety masks or glasses. I agree to perform the Activities safely and within my own ability within designated areas and I agree to hold harmless the **RELEASEES** even if I am injured due to **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers, and hazards referred to above exist throughout the event venue and adjacent to it and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **RELEASEES** permitting my participation in the Activities, including use of or access to their services, equipment, race courses, parking lots and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, ON THE PART OF THE **RELEASEES**, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE **RELEASEES** TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;
- TO HOLD HARMLESS AND INDEMNIFY THE **RELEASEES** for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities;
- This Release 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;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia, and shall be deemed to be within the exclusive jurisdiction of the Province of British Columbia.
- I HEREBY AGREE TO MAINTAIN COMPLETE SOBRIETY DURING THE TIME LEADING UP TO THE ACTIVITIES AND AT ALL TIMES DURING THE ACTIVITIES. I UNDERSTAND I MAY BE EXCLUDED FROM THE ACTIVITIES AND THE VENUE IF THE MANAGEMENT OR THEIR AGENTS DEEM ME, IN THEIR SOLE DISCRETION, TO BE UNDER THE INFLUENCE OF DRUGS AND/OR ALCOHOL.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the **RELEASEES** with respect to the safety of participating in the Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE **RELEASEES**.

signed this ____ day of _____, year _____	Signature of Participant
Signature of Witness	Print name clearly
Print name clearly	Signature of Parent / Guardian* (* If participant under 18 in Alberta/19 in British Columbia)
	Print name clearly