

# WAIVER

## EXTREME AIR PARK 3 LTD. (EAP) PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

**NAME of Adult 18+ / Guardian :** \_\_\_\_\_ **(print) ,**  
**UNDERSTAND THAT TRAMPOLINING IS AN INHERENTLY DANGEROUS ACTIVITY.**

EAP trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include the negligence of other participants or myself. Injuries may include, but not limited to; rope burn, sprains, fractures, scrapes, bruises, cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck which can cause paralysis, or even death. Participants may fall on each other resulting in injuries. Double bouncing (more than one person per trampoline) can create a rebound effect causing injury. Flipping or running and bouncing off the walls are dangerous and can cause injury and must be done at the participants' own risk. In any event, if you or your child is injured, you or your child may require medical assistance or rehabilitation, at your own expense. All jumpers are required to follow the EAP rules and safety procedures to minimize such risks.

In consideration of EAP allowing me or a child (Minor Child), for whom I am a parent or guardian, to participate in EAP activities, including but not limited to trampolining, trampoline park access, trampoline dodgeball, trampoline basketball, foam pit, half pipe, aerial training, fitness classes, and/or other athletic and amusement activities (Activities), I agree to forever release, indemnify, discharge and hold harmless EAP, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the Minor Child or act on our respective behalves. I represent that I am the parent or guardian of the Minor Child below acknowledged.

I acknowledge that participation in the Activities entail both known and unknown risks that could result in serious injury or death, resulting from such things as and without limitation, exposed springs, hooks, frames and/or other pieces of equipment, poor lighting, lack of supervision and/or trained spotters, lack of protective padding, mats, netting, and/or other proper equipment, lack of any other proper safety measure, slipping and/or falling on and/or off equipment, collision with fixed objects and/or people, attempted jumps, runs, stunts, tumbles, somersaults, manoeuvres and/or acrobatics, having multiple participants participate in the Activities at one time, the physical condition, fitness and/or abilities of me and all other participants, weight differences between me and other participants, weather and/or all other environmental conditions, my and EAP negligence, actions and/or omissions committed by me, the Minor Child, EAP, and/or any other persons, and/or incomplete instructions.

I expressly and voluntarily release, acquit, and forever discharge EAP and agree to hold their respective successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless of and from all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.

I agree that I and/or the Minor Child are voluntarily participating in the Activities. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the EAP facilities and Activities, or any damage, loss or theft of any personal property, which I and/or the Minor Child may incur. I understand that the EAP facility has trampolines and other equipment and that using trampolines has inherent risks. Further, I have explained these risks to the Minor Child. I certify that I have adequate health insurance to cover any injury or damage that I may cause or suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit EAP, whether at the current location or any other location or facility. I agree to indemnify and hold EAP, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by EAP, including, attorneys' fees, costs, damages and/or judgments EAP may incur in the event that I cause any injury, damage and/or harm to any other person while at EAP.

**(FLIP PAGE OVER AND COMPLETE)**

By signing this document, I intend to forever waive my right and the rights of the Minor Child to maintain any lawsuit or action against EAP based on any claim of personal injury or death or property loss or damage or neglect whatsoever. I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I grant EAP permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment.

**PARTICIPANT 18 + OR PARENT / GUARDIAN INFO.**

\* THIS SECTION IS REQUIRED FOR ALL PARTICIPANTS over the age of 18, or the PARENT / GUARDIAN of a Minor. By signing you agree to the terms herein and indemnify (as stated above) EAP from any claim brought on behalf of yourself, or the Minor

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY)

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

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

Emergency Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Relation \_\_\_\_\_

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

\* SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18.

In consideration of the Minor(s) listed, being allowed to participate in the Activities, I voluntarily undertake and agree that all terms and conditions set forth herein shall equally apply to such Minor(s), as if the Minor was an Adult

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

NAME MINOR # 11 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 12 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

**\*\* PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE\*\***

## InjaNation Customer Waiver of All Claims, Release of Liability, Indemnity and Assumption of Risk Agreement

**THIS IS A CONTRACT – READ BEFORE SIGNING AS BY SIGNING THIS WAIVER YOU ARE WAIVING IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

In consideration of being permitted by INJANATION FUN AND FITNESS INC. ("INJANATION") to engage and participate in its activities and to use its equipment and facilities (or supervise or watch others doing same) and in consideration of payment and acceptance of an admission fee for participants and other good and valuable consideration, I hereby **release, indemnify and forever discharge** INJANATION, its agents, shareholders, officers, directors, partners, employees, volunteers, equipment manufacturers, participants and lessors and each of their affiliates, subsidiaries and related and affiliated entities and the successors and assigns of all of them (collectively, the "RELEASED PARTIES"), on behalf of myself, my spouse, my child(ren), all minors under my care or supervision, all participants for whom I am signing, my parent(s), my heir(s), assign(s), personal representative(s) and estate as set forth below. All RELEASED PARTIES not parties hereto shall be third party beneficiaries of the agreements and the waivers, releases and indemnities herein.

I acknowledge that participation in the activities provided at INJANATION's facilities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity or activities. I understand that the **risks include, among other things and without limitation:** exposure of participants to the risk of cuts, bruises, sprained or broken wrists, ankles or other bones, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including full or partial paralysis, or death. I understand that traveling to and from trampoline or other activity locations raises the possibility of any manner of transportation accidents and double bouncing (resulting from having more than one person per trampoline) can create a rebound effect causing serious injury. I understand that flipping and running and bouncing off the walls is dangerous and can cause serious injury, and must be done at the participant's sole risk. I understand that similar risks are also inherent in using the foam pits, water hazards, climbing structures, swinging ropes, obstacle courses and any other devices, activities or attractions present at the facility. Furthermore, I understand that INJANATION employees have difficult jobs to perform and they strive for the highest standards of safety, but they are not infallible as they might be unaware of a participant's fitness level or abilities and may give incomplete warnings or instructions. I also acknowledge that the equipment being used might become loose, out of adjustment, or malfunction. I understand that there is also a risk that INJANATION employees may be negligent in, among other things, monitoring and supervising use of the INJANATION equipment and facilities and in the maintenance and repair of its equipment and facilities. **All of the foregoing are risks that I, on behalf of myself and any minors on whose behalf I am signing, specifically accept and by the execution of this Waiver of all Claims, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE") I am hereby releasing, indemnifying and forever discharging all of the Released Parties as set forth herein.**

I hereby expressly agree and promise to voluntarily accept and assume all of the known and unknown risks existing in the devices, activities and attractions present at INJANATION's facilities and premises. My participation, and the participation of the minors on whose behalf I am signing, in these devices, activities and attractions is purely voluntary and I elect to participate, or have such minors participate, in spite of all known and unknown risks and the consequences thereof.

**I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation, or the participation of the minors on whose behalf I am signing, in the INJANATION devices, activities or attractions or my or their use of INJANATION's equipment or facilities, including any such claims which allege negligent acts or omissions of the RELEASED PARTIES.** Should any RELEASED PARTY or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I have adequate insurance to cover any injury or damage that I, or any minor on whose behalf I am signing, may cause or suffer while participating in the devices, activities and attractions at INJANATION's facilities or premises, or else I agree to bear the full costs of such injury or damage myself. I am willing to assume the risk of any medical or physical condition that I, or any minor on whose behalf I am signing, may have, pre-existing or otherwise. I consent, on behalf of myself and any minor on whose behalf I am signing, to the administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify the RELEASED PARTIES from any and all liability or claims arising out of such treatment or transportation and agree to be responsible for the costs thereof. This RELEASE extends to any liability arising out of, or in any way connected with, the medical treatment and/or transportation.

In the event that I file a lawsuit against INJANATION or any of the RELEASED PARTIES for any reason, I agree to do so solely with the courts of the Province of Alberta and I further agree that the substantive law of the Province of Alberta shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this RELEASE is found to be void or unenforceable, the remaining portions of this RELEASE shall remain in full force and effect.

**If the participant is a minor, I further agree to defend, indemnify and hold harmless INJANATION and any other RELEASED PARTY from any and all claims or suits for personal injury or death, property damage or otherwise** which are brought by or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence or omissions of the RELEASED PARTIES.

I confirm that I have not, and any minor participant on whose behalf I am signing has not, consumed any alcohol or drugs or participated in any other activity which might impair or decrease my or their ability to safely participate in any of the activities located at INJANATION's facilities.

I confirm that I have had sufficient time to read and understand this RELEASE in its entirety. I understand that this RELEASE represents the entire agreement between myself (and any minors on whose behalf I am signing) and INJANATION (and the other RELEASED PARTIES), and is binding on myself, such minors and anyone claiming through or under me or them. I am executing this RELEASE freely and voluntarily without any compulsion whatsoever on the part of INJANATION or any of the other RELEASED PARTIES.

In consideration of not being required to sign a new copy of this RELEASE before each visit to INJANATION'S facilities, I further agree that **this RELEASE shall apply to any and all future visits by me and by the minor participant(s) until he/she/they are 18 years old.**

**If the participant(s) is/are a minor, I agree that this RELEASE is made on behalf of the minor participant(s) and that all of the releases, waivers and promises herein are binding on or in respect of the minor participant(s). I represent and warrant to each of the RELEASED PARTIES that I have full legal authority as Parent or Legal Guardian of the minor participant(s) to bind the minor participant(s) to this RELEASE in every respect.**

By signing this RELEASE, I acknowledge and agree that if anyone is hurt or killed or there is property damaged during my or the minor(s) participation in any of the INJANATION activities, I may be found by a court of law to have waived my and/or the minor(s) participant's right to maintain a lawsuit against INJANATION or any of the RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire RELEASE. I have read and understood this RELEASE, and I agree, on behalf of myself and any minor participant(s), to be bound by all of its terms and restrictions.

I agree as an adult participant, or the Parent or Legal Guardian of the minor participant(s), in consideration of being permitted to use INJANATION's facilities, that INJANATION has the irrevocable right, permission and authority to photograph and/or record me or such minor(s) and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of such photograph and/or recording, and acknowledge and agree that the rights granted in this RELEASE in relation thereto are without compensation of any kind. I also agree that all such photographs and/or recordings are the exclusive property of INJANATION.

This Release shall be effective and binding upon my or the minor(s) heirs, next of kin, executors, administrators, assigns and representatives in the event of my or the minor(s) death or incapacity.

**Signature (Participant or Parent/Legal Guardian if Participant(s) is/are under the age of 18)** \_\_\_\_\_

Today's Date \_\_\_\_\_

Name of Person Signing \_\_\_\_\_ Birth Date of Person Signing \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

**IF THE PARTICIPANT(S) IS/ARE A MINOR (COMPLETE FOR EACH MINOR):**

Name of Minor Participant \_\_\_\_\_ Birth Date of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

same as for Parent / Legal Guardian

Name of Minor Participant \_\_\_\_\_ Birth Date of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

same as for Parent / Legal Guardian

Name of Minor Participant \_\_\_\_\_ Birth Date of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

same as for Parent / Legal Guardian

Name of Minor Participant \_\_\_\_\_ Birth Date of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

same as for Parent / Legal Guardian

Name of Minor Participant \_\_\_\_\_ Birth Date of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

same as for Parent / Legal Guardian