

## Waiver

Xtreme Trampoline Park Inc. (XTP) participant agreement of assumption of risk, indemnification and general release of liability

**By signing this document, you will waive certain legal rights, including the right to sue. PLEASE READ CAREFULLY!**

IN CONSIDERATION OF XTP to participate in its trampoline games or activities and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and discharge XTP, its agents, owner, shareholders, directors, partners, managers, employees, manufactures (the “released parties”), on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge and understand that my participation in XTP trampoline games or activities and use of XTP equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties that may result from such participation or use, including all associated legal risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I hereby voluntarily release and forever discharge the “released parties” from any and all claims, demands, or causes of action, which are in any way connected with or related to my participation in XTP games or activities or my use of XTP equipment.
2. XTP employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions to safeguard or protect me from the risks and the equipment being used might malfunction. My participation in this trampoline games or activities are purely voluntary and I elect to participate in spite of the risks.
3. I agree that I will not sue or make claim against XTP for damages or injuries including caused by the negligence, breach of contract, or breach of any statutory or other duty of care, which include any duty of care owed under the OCCUPIERS’ LIABILITY ACT, R.S.O. 1990, c. O.2 , or other faults of the “released parties”. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal Insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that XTP will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.
4. I agree to fully indemnify and hold harmless the “released parties” for and against any loss, damages, liability, expenses and costs from my participation in XTP trampoline games or activities and use of XTP equipment.
5. I acknowledge that I have read, viewed or heard the XTP rules governing my participation and/or my child/ward’s participation in any activities at XTP. I certify that I understand and have explained the XTP Rules to my child/ward and failure to follow the rules could result in the expulsion of myself and/or my child/ward from XTP.
6. I agree that by signing this agreement, if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I grant XTP permission to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward’s name, face, likeness, voice and appearance in its publication, website, marketing and promotional materials without reservation, limitation or compensation.

**I hereby certify that I have carefully read and understood the content of the agreement and I agree to be bound by its terms.**

**SIGNATURE OF PARTICIPANT AND/OR PARENT or GUARDIAN**  
 \* THIS SECTION IS REQUIRED FOR ALL PARTICIPANTS, and the PARENT or GUARDIAN OF A MINOR CHILD. You must be 18 years of age or older to sign this document.

<b>Signature:</b>	<b>Print Name:</b>
<b>Today’s Date:</b>	(MM/DD/YYYY)
<b>Email Address:</b>	
<b>Date of Birth:</b>	(MM/DD/YYYY)
<b>Street Address:</b>	<b>City:</b>
<b>Province:</b>	<b>Postal Code:</b>
<b>Emergency Contact:</b>	<b>Phone #:</b>
<b>Relation:</b>	

**NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18**  
 \* SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18.  
 In consideration of the Minor Child(s) detailed below, being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor(s) as if the Minor Child was eighteen years old or older.

<b>MINOR #1 Name:</b>	<b>Relation:</b>
<b>Date of Birth:</b>	(MM/DD/YYYY)
<b>MINOR #2 Name:</b>	<b>Relation:</b>
<b>Date of Birth:</b>	(MM/DD/YYYY)
<b>MINOR #3 Name:</b>	<b>Relation:</b>
<b>Date of Birth:</b>	(MM/DD/YYYY)
<b>MINOR #4 Name:</b>	<b>Relation:</b>
<b>Date of Birth:</b>	(MM/DD/YYYY)