



**PARTICIPATION AGREEMENT AND WAIVER OF LIABILITY, RELEASE AND INDEMNITY
("Release and Waiver")**

BY SIGNING THIS RELEASE AND WAIVER, YOU WILL FORFEIT CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOR INJURY

PLEASE READ CAREFULLY!

TO: [11575333 CANADA INC] ("**Company**") and its owners, directors, officers, employees, contractors, agents, heirs and assigns, as applicable (collectively, "**Released Parties**").

In consideration of participating in the [rental and use of party rental equipment including bouncy castles and inflatable games] and specifically by participating in activities including but not limited to [CLIMBING, JUMPING, PLAYING, SLIDING] (collectively, "**Activity**") and in using the premises, facilities, and/or equipment, or any other location or venue where Company is providing services, I, the undersigned, ("**Participant**") acknowledge and agree as follows:

Acknowledgment of Risk

I acknowledge that there are inherent risks and dangers in participating in the Activity, which include, but are not limited to (i) minor injuries such as scratches, bruises, muscle aches, soreness and sprains; (ii) major injuries such as joint or back injuries, bone breaks, eye injuries or loss of sight, heart attacks and concussions; (iii) catastrophic injuries including paralysis or even death; and (iv) exposure to illness, viral infections, or other diseases, such as COVID-19.

I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE.

Voluntary Assumption of Risk

I VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MY PARTICIPATION IN THE ACTIVITY. I acknowledge and agree that I am responsible for all of my personal belongings and property during the Activity and that the Released Parties are not responsible in any way for such property, whether it is lost, stolen or damaged, including the property/area where the equipment is installed with your approval. **I voluntarily agree to expressly assume all risks of injury, financial and physical loss, or death** that may result from participating in the Activity, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party or any other third-party.



Release, Waiver, and Indemnity

I hereby release, indemnify and save harmless the Released Parties from any and all responsibility, liability, claims, actions, suits, costs, loss, expenses and damages arising from the Activity to the fullest extent permitted, including financial damages or personal injuries, however caused, including negligence. I further indemnify the Released Parties from any costs or expenses, including legal fees, they may incur as a result of defending any claim made by me or on my behalf. This Release and Waiver shall be effective and binding upon my spouse, children, parents, heirs, next of kin, executors, administrators, successors, assigns and representatives in the event of my death or incapacity. This clause survives indefinitely.

Limitation of Liability

If for any reason, Released Parties are found liable for damages arising directly or indirectly from the Activity, liability will be limited to the greatest extent possible in the governing jurisdiction and in no case exceed any fee I have paid to Company.

Medical Representation

I represent to Company that I have no medical or physical condition that would prevent me from participating in the Activity, have no physical or mental condition that would put me, other participants or Company in any physical or mental danger, and have not been instructed by my physician to abstain from participating in the Activity.

Equipment Disclaimer

I accept all equipment provided to me during the Activity on an **AS IS** basis. I agree to accept full financial responsibility for the care of the equipment while it is in my possession and acknowledge that I will be responsible for the replacement of any equipment at its full retail value if it is damaged or if I do not return the equipment, even if it is lost or stolen.

Compliance with Rules

I agree to comply with all stated and customary rules, written terms, posted safety signs, regulations, laws, client rental/service agreement, traffic laws and verbal instructions where the Activity takes place and as provided by Company from time to time. Company is not responsible for any actions or inactions of third-parties while providing the Activity/service/rental equipment.

No Warranty

Company provides no warranty that the Activity or related services will lead to any specific goals, success or particular results. I acknowledge and agree that the Activity is provided without any express or implied warranties of any kind.

Media Release



I grant to Company an irrevocable, worldwide, perpetual and unrestricted right to use any media, such as photographs, video, audio recordings or social media posts, whether captured by me, Host or third party in relation to the Activity and for any lawful purpose, including in its online or printed advertising or marketing materials and on all social media platforms, with or without reference to me and without further notice, grant of permission or right to any financial compensation.

Privacy Policy

I understand that some of the information provided by me, including, but not limited to, my name, address, date of birth, financial information and health information (“Personal Information”) may be collected and used by the Company, and I consent to the transmission of the Information to Company, Released Parties and/or service providers and authorize Company, Released Parties and/or service providers to record, process and store such Information as necessary for purposes of providing and administering the Activity

Governing Law and Jurisdiction

This Release and Waiver is governed by and interpreted in accordance with the laws of [ONTARIO] and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Release and Waiver will be submitted and heard exclusively in the courts of [TORONTO, ONTARIO].

Severability

If any of the provisions of this Release and Waiver are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

Counterparts and Electronic Signing

This Release and Waiver may be signed electronically and/or in counterparts that, when taken together constitutes a fully signed and legally binding Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AND I AM AWARE THAT BY SIGNING THIS RELEASE AND WAIVER I AM ASSUMING CERTAIN RISKS AND WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST COMPANY.

Consent for Adults *Please complete this section if you are at least 18 years old*

I am 18 years old or more and have read, understand, and voluntarily accept these terms and conditions.



Participant's Name: _____

Signature

Date

Consent for Minors Please complete this section if you are consenting for a minors under 18 years old and you are that minor's parent or legal guardian.

I am the parent or legally appointed guardian of the participant who is under the age of 18 years old and I have the legal authority to represent and bind that person. I have read this form and understand and voluntarily agree to be bound by its contents.

Minor Participant's Name: _____

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Street Address

City and Postal Code

Telephone Number