RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

TO: Adventure facility Management . dba Funtopia (the “Company”) and its affiliates and their respective shareholders, directors, officers, employees, contractors and agents as well as the landlord of the premises located at 101-11125 – 124th. street Surrey BC and its representatives (collectively, the “Releasees”)

FROM:

PARENT or LEGAL GUARDIAN: _____

In consideration for the Company allowing the minor listed below of whom I am the parent or legal guardian (my “Child”) to attend its indoor wall climbing and recreational facility located at 101 – 11125 – 124th. street Surrey BC (the “Facility”) and to participate in and/or observe the activities available at such Facility including, but not limited to, wall climbing, rock climbing, soft play area (collectively, the “Activities”) and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, on my behalf and on behalf of my Child and our respective heirs, executors, administrators, personal legal representatives, assigns and next of kin (collectively, our “Legal Representatives”), covenant and agree as follows:

ACKNOWLEDGMENT OF RISKS. I understand that there are significant risks and dangers, both known and unknown, in participating in and/or observing the Activities. A partial list of the risks and dangers include: slips, trips, falls and/or collisions; falling holds, ropes, harnesses and other equipment; abrasions from the walls, ropes, pads or the floor; entanglement with ropes or equipment; defective flooring or landing pads; and equipment failure including loose or damaged holds or worn or defective ropes or safety devices. The said risks and dangers may be affected by a number of factors including, but not limited to: a participant’s physical strength, coordination or sense of balance; one’s experience and training climbing or belaying; acting within one’s own ability; wearing a helmet; the proximity of medical care; compliance with the rules and regulations of the Facility (the “Rules”); compliance with the instructions of the Company’s employees; and the negligence or intentional acts or omissions of others including, but not limited to, other participants, observers or any of the Releasees. I acknowledge that such risks and dangers may cause serious injury, illness or even death and that personal property which my Child brings to the Facility can be lost, stolen or damaged and that the foregoing can occur by accident, through negligence or even intentionally.

ASSUMPTION OF RISK AND RESPONSIBILITY. My Child’s attendance at the Facility and participation in and/or observance of the Activities is voluntary and I fully assume the risk of any personal injury, illness or death occurring to my Child and the risk that any personal property belonging to myself and/or my Child is lost, stolen or damaged even if such injury,
illness, death, loss or damage is caused by the negligence or willful acts or omissions of any of the Releasees or any other person and whether same occurs while participating in or observing the Activities or in any other area of the Facility (such as the entrances, exits or washrooms) or even outside of the Facility on the premises located at 101-11125 124th. street Surrey BC (such as on the sidewalks or parking areas).

WAIVER AND RELEASE. I hereby waive all rights to make or bring any claims, demands, actions, suits or proceedings (collectively, “Claims”) which I, my Child or our Legal Representatives have or may in the future have against the Releasees (or any of them) and hereby release and forever discharge the Releasees (and each of them) from any and all Claims and liability for or in respect of any illness, injury, death, property damage, loss, cost or expense suffered or incurred as a result of or related to my Child participating in or observing the Activities or attending at the Facility, due to any cause whatsoever including, but not limited to, negligence, wilful acts or omissions, breach of contract or breach of any statutory or other duty of care by any of the Releasees or any other person.

INDEMNITY. In the event that: (a) my Child causes or contributes in any way to the injury or death of any person who is at the Facility or to the damage or loss of any property at the Facility, and/or (b) any Claims are made or brought against the Releasees (or any of them) in connection with any matter hereinbefore released; I shall indemnify and hold harmless the Releasees (and each of them) from and against any and all resulting or related Claims, liabilities, judgements, costs and/or expenses (including lawyer’s fees and disbursements).

HEALTH AND SAFETY MATTERS. I represent that my Child has no illnesses, disabilities or other conditions that prevent him or her from safely participating in the Activities. If any such conditions arise in the future, I will consult with a physician before allowing my Child to participate in any Activities.

I acknowledge that the Rules have been designed in part to create a safe environment for participants and observers of the Activities. I promise that my Child will abide by such Rules at all times while at the Facility and understand that the Company has the right to suspend my Child’s participation in the Activities if it deems necessary.

PHOTO RELEASE:

I hereby grant permission to the Funtopia brand /Adventure facility management Inc./, and its officers, trustees, employees, agents, students, representatives, successors, licensees and assigns (hereinafter 'Funtopia') to photograph my image, likeness, or depiction and/or that of my minor children (if applicable). I hereby grant permission to the Funtopia to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by the Funtopia worldwide for any purpose, including educational and advertisement purposes, and in any medium, including
print and electronic. I understand that the Funtopia may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for the Funtopia's use or publication of photographs of me and/or those of my minor children (if applicable).

I hereby fully and forever discharge and release the Funtopia from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) by the Funtopia, and covenant and agree not to sue or otherwise initiate legal proceedings against the Funtopia for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

GENERAL. This Release and Waiver shall be governed by and construed in accordance with the laws of the Province of BC and the federal laws of Canada applicable therein (but without giving effect to any conflict of laws rules). I agree that the Courts of BC shall have exclusive jurisdiction to entertain any legal proceeding based on any provisions of this Release and Waiver and I and my Child irrevocably submit to the exclusive jurisdiction of the Courts of BC for such purposes. If any portion of this Release and Waiver is found to be illegal, invalid or unenforceable, the remaining portions shall remain in full force and effect. In this Release and Waiver, headings are for convenience of reference only and are not intended to be full or complete descriptions and words in the singular shall include the plural and vice versa. This Release and Waiver shall be binding upon myself, my Child and our Legal Representatives. This Release and Waiver shall apply to all visits to the Facility.

- First name of the parent/guardian:
- Last name of the parent/guardian:
- Address (optional):
- Email address:
- Phone number:
1. Child’s name:
   • Birth of date:
   • Gender:
2. Child’s name:
   • Birth of date:
   • Gender:
3. Child’s name:
   • Birth of date:
   • Gender:
4. Child’s name:
   • Birth of date:
   • Gender:
5. Child’s name:
   • Birth of date:
   • Gender:

Signature:

Date: