

## The agreement, Waiver & Release of Liability

IN CONSIDERATION of being permitted to participate in any way in FlyOLand Nanaimo, for participating in the event, including all kinds of adventure playing in the indoor Playground, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree and represent that I understand the nature of climbing and jumping, including the kinds of adventure Activity, and risk plays, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. Fully understand that:

(a) ADVENTURE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”):

(b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the actions or inactions of others not participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releases named below.

(c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for loss, costs, and damages I incur as a result of my participation or that of the minor in the Activity. By my participation in any Event, I certify that I am aware of these inherent dangers of Playing in the facility.

3. Hereby release, discharge and covenant not to sue FlyOLand, their respective administrators, directors, officers, agents, successors and assigns, members, ride leader(s)(if any), volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners on which the Activity takes place, (each considered one of the

“Releases” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the

negligence of the Releases or otherwise, including negligent rescue operations; and I further agree that if, despite this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I or anyone on my behalf claims any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost, which any may incur as the result of such a claim. Furthermore, I will indemnify, save, and hold harmless FlyOLand and the Releases against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense which may arise from my participation in any Event. I understand I am responsible for my own conduct and decisions while participating in a FlyOLand Event and further agree that this Waiver & Release shall apply to any claim arising from my participation in adventure activities while participating in an Event.

### **Parent and Legal Guardian Waiver for Minors (Under 18 Years of Age)**

If this membership includes members under the age of 18, the below signed parent and/or natural legal guardian does hereby represent that he/she is, in fact, acting in such a capacity.

I, the minor’s legal guardian, understand the nature of riding and non-riding

activities, as well as the minor’s experience and capabilities, and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releases from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the releases, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim

against any of the releases named above; I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I, or the minor's legal guardian, have read and understood the terms of this agreement, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability relating to the adventure activity to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Guardian Print Name:

Date:

Signature:

