

YXE Smash Therapy Inc. Participant Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. **PLEASE READ CAREFULLY!**

TO: YXE Smash Therapy Inc. and their respective directors, landlord, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees")

ASSUMPTION OF RISKS

I am aware that the activities within the rage room impose unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the room; negligence on the part of other persons; and negligence on the part of the releasees. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the activity. I acknowledge that my participation may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks and the possibility of injury, death, property damage or loss resulting therefrom.

MEDICAL CONDITION

I understand that my participation may place unusual stresses on the body. Participation is not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant are not recommended to participate. **ENTRANCE TO THE RAGE ROOM WILL NOT BE GRANTED TO ANY PARTICIPANT WHO IS ASSUMED TO BE UNDER THE INFLUENCE OF ALCOHOL OR NARCOTICS.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation, and permitting my use of the equipment, room and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation at YXE Smash Therapy Inc. Due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including under the Occupiers Liability Act, on the part of the releasees. I understand that negligence includes the failure on part of the releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the activity referred to above;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any property damage or personal injury to any third party resulting from my participation in the activity;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Saskatchewan and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of the Province of Saskatchewan.