

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

I, the undersigned, in consideration of being allowed access to Thundrdome Amusements Inc. acknowledge that participating in activities including but not limited to the Rage Room, Combat Archery, Balls of Fury (Bubble Soccer), Dance Parties (Dance Off), Safe Archery Range, or Turf Wars, and any other activities, events or services provided, arranged, organized, sponsored or authorized by Thundrdome Amusements Inc, (the "Activities") involve an inherent risk of injury and accordingly, hereby release and forever discharge, and covenant not to sue Thundrdome Amusements Inc., its respective directors, agents and officers, volunteers and employees, other participants, any sponsors, and owners and lessees of Lands on which the Activities take place, (each considered one of the "Releasees" herein) from all liability, claims, demands, expenses, costs, losses, or damages on my account or my minor child's account caused or alleged to be caused in whole or in part by the negligence or breach of duty under the *Occupiers' Liability Act*, R.S.A. 2000, c.O-4 of the Releasees or otherwise, wherever or however caused and I further agree that if, despite the release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which they may incur as the result of such claim.

I am aware that the Activities involve unusual risk, dangers and hazards, including but not limited to accidents that occur in the facility; slips and falls, malfunction of equipment use; injury and open wounds; shock, stress or other injury to the body while participating in the Activities; negligence on the part of the 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 Activities. I acknowledge that the Activities may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of injury, death, property damage or loss resulting there from.

I understand that the Activities may place unusual stress on the body. The Activities are not recommended for persons suffering from asthma, epilepsy, cardiorespiratory disorder, hypertension or skeletal joint or ligament problems or conditions and certain mental illnesses. Women who are pregnant, or suspect that they are pregnant, and persons who have consume alcohol, are not recommended to engage in the Activities. I have been advised to consult with my medical practitioner if I have a concern about my medical condition or fitness to engage in the activities.

This Release and Waiver of Liability, Assumption of Risk and Indemnity 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, or the death or the incapacity of my child.

I consent to photographs and videos being taken of me or my child during our participation in the Activities, and to publication of the photographs and videos by the Releasees for advertising, promotional and marketing purposes.

In entering into this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up any substantial rights by signing it or clicking on the icon below and have signed it freely and without any inducement and assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

NAME **of** **adult** **Participant** **or** **Parent** **(please print):** _____

PHONE: _____ **EMAIL:** _____

I have read and understood the entirety of this document.

SIGNATURE: _____ **DATE:** _____

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced Activities and the minor's experience and capabilities and believe the minor to be qualified in such Activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence or Occupiers' Liability of the Releasees or otherwise, and further agree that if despite this release, I, the minor or anyone on the minor's behalf make a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, solicitor and own client costs, loss, liability, damages, or judgment any Releasees may incur as the result of such claim.

MINOR'S NAME: _____

PRINTED NAME OF PARENT/GUARDIAN: _____

SIGNATURE OF PARENT/GUARDIAN: _____ **DATE:** _____