

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

To: Tanggo Companies Inc. & 2708780 Ontario Inc “Off The Wall Kids” (collectively, the “Companies”)

PLEASE READ THIS AGREEMENT CAREFULLY. By signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

In consideration of my entry upon the “Off The Wall Kids” premises located at 539 First Street, London, Ontario, and the facilities thereon (the “Facilities”) and in consideration of my ability to participate in the Off The Wall Kids Activities (as defined below), I hereby agree with the Companies and their employees, agents, representatives, volunteers, independent contractors, subcontractors, service providers, successors and assigns (collectively, the “Releasees”), as follows.

OFF THE WALL KIDS ACTIVITIES

Within this Agreement, the term “Off The Wall Kids Activities” means any and all activities, events and services provided, arranged, organized, conducted or made available by the Releasees to members of the public at or from the Facilities from time to time, including, without limitation, ultimate warrior courses, arcade games, soft play areas, donut slide, volcano slide, kangaroo jumper, plasma cars, use of the restaurant, party rooms, lounge areas and parent zones, and such other activities as may be related to the Off The Wall Kids Activities.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I am aware that my entry upon the Facilities and participation in the Off The Wall Kids Activities involves risks and dangers that may cause serious injury and, in some cases, death, and loss of or damage to personal property. These risks are inherent in the Off The Wall Kids Activities and cannot be eliminated without altering their character and value. The risks may include, among others: slips and falls; falls from heights; impacts with other people; impacts with the wall, ground or other structures and equipment and entanglement. Such risks may result in injuries not limited to the following: scrapes; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; the presence of dirt or other materials in the eyes/seizures; loss of awareness; eye strain; dizziness; disorientation; nausea; impaired balance; light-headedness; fatigue; motion sickness; concussions; broken bones; physical or emotional injuries; emotional distress; paralysis; other bodily injuries; and negligence of other persons.

I AM AWARE OF AND UNDERSTAND THE RISKS AND DANGERS ASSOCIATED WITH THE OFF THE WALL KIDS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I expressly agree as follows:

1. I am in good health and am physically and mentally capable of participating in all of the Off The Wall Kids Activities in which I intend to participate;
2. To observe and comply with all rules and warnings, both general and activity-specific, which may be posted within the Facilities or which may be made visually, orally or demonstrated by the Releasees;
3. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees, 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 resulting from my presence at the Facilities or my participation in any of the Off The Wall Kids Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, as may be amended from time to time, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
4. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all claims, demands, or causes of action, which are in any way connected with my presence at the Facilities or my participation in the Off The Wall Kids Activities, including any such claims which allege negligent acts or omissions of the Releasees;
5. I am liable for any damage that I, or any member of my group or party, may cause to any property situated on or at the Facilities, and agree that the Releasees may add a surcharge to my account, or charge my credit card, within 48 hours of my participation in the Off The Wall Kids Activities for the value of any such loss or damage;
6. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives; and
7. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Facilities or participating in the Off The Wall Kids Activities, other than as expressly set forth herein.

CONSENT TO USE OF IMAGE AND LIKENESS

I acknowledge that the Releasees may take photographs and/or video recordings of me while I am present at the Facilities and/or participating in the Off The Wall Kids Activities. I hereby grant the Releasees express permission to use my name, likeness, image, voice and/or appearance, as such may be embodied in any photographs, video recordings, digital images and similar media, taken or made by the Releasees. I agree that the Releasees shall have complete ownership of such media, including all copyrights, and may use same for promotional purposes, including on any websites or social media accounts maintained by the Releasees and on physical advertising or informational materials, such as brochures, pamphlets, postcards, inserts and articles. I acknowledge that I will not receive any compensation for the use of such media and hereby release the Releasees from any and all claims which arise out of or are in any way connected with such use.

CONSENT TO MEDICAL SERVICES

I understand that the Releasees, through an authorized service provider, may, in certain circumstances, make on-site medical services available to me. I consent to the provision of such services to me in the event that I am injured at the Facilities.

PARTICIPATION BY MINORS

If I am signing this Agreement on behalf of one or more person(s) who are under the age of 18 years (each, a “Minor”), I confirm the following:

1. I have entered the full legal name and date of birth of each Minor in the requisite fields below;
2. I am the parent or legal guardian of each Minor, or otherwise have the necessary legal authority to enter into this Agreement on behalf of each Minor, and hereby accept all of the terms and conditions contained in this Agreement on behalf of each Minor;
3. I have assessed the risks and dangers associated with the Facilities and the Off The Wall Kids Activities, having regard to the specific abilities and circumstances of each Minor, and I voluntarily consent to each Minor participating in the Activities, despite such risks and dangers; and
4. If any Minor is injured while participating in the Off The Wall Kids Activities, I accept all responsibility and liability for any such injuries and agree to defend, indemnify and hold harmless the Releasees from any and all claims or suits for personal injury, property damage or otherwise which are brought by or on behalf of the Minor, and which are in any way connected with the Minor's presence at the Facilities or participation in the Off The Wall Kids Activities.

GENERAL

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

1. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
2. This Agreement shall remain in full force and effect for a period of 1 year from the date of execution and shall apply to all admissions to the Facilities which occur during such period.
3. If, for any reason, any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
5. Any dispute relating to this Agreement or its subject matter shall be brought in the Superior Court of Justice in the City of London, in the Province of Ontario.
6. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof and there are no ancillary representations, warranties, covenants, agreements or provisos.
7. This Agreement may be executed by electronic means.
8. I acknowledge having received a copy of this Agreement by email delivered to the email address that I provided at the outset of the registration process.

Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

Off The Wall Kids and its guests commit themselves to comply with the requirements and recommendations of Ontario National, Provincial and local Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, Off The Wall Kids cannot guarantee that you, and / or your child, if participant is a minor/ or the person you are the tutor or legal guardian of, will not become infected with COVID-19. Further, attending the Activities could increase your, and / or your child, if participant is a minor/ or the person you are the tutor or legal guardian of, risk of contracting COVID-19, despite all preventative measures put in place.

1. I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I, and/or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, could be exposed or infected by COVID-19 by participating in Off The Wall Kids activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
2. I declare that I and / or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, am participating voluntarily in Off The Wall Kid's activities.
3. I declare that neither I and / or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
4. If I and / or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I and / or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, will not attend any of Off The Wall Kid's activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
5. I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, nor has any member of my household travelled to or had a lay-over in any country outside Canada, or in any Province outside of Ontario, in the past 14 days. If I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, travel, or if anyone in my household travels, outside the Province of Ontario after submitting this declaration, I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, will not attend any of Off The Wall Kid's activities, programs or services until at least 14 days have passed since the date of return.
6. I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, agree to the requirements and recommendations of National, Provincial and local Public health and other governmental authorities and to those special safety regulations put in place by Off The Wall Kids as it pertains the Covid-19 Coronavirus and to adopt all necessary measures to those effects.
7. I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I am giving up my legal rights to sue Off The Wall Kids and its officers and directors, in the event that I and/ or my child, if participant is a minor/ or the person I am the tutor or legal guardian of, contracts the Covid-19 Coronavirus.

This document will remain in effect until Off The Wall Kids as per the direction of the national, provincial and local government and health officials, determines that the acknowledgments in this declaration are no longer required.

I HAVE SIGNED THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

YOU MUST ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT PRIOR TO PARTICIPATION IN THE OFF THE WALL KIDS ACTIVITIES.

First Name of Parent/Guardian/Adult

Last Name of Parent/Guardian/Adult

Today's Date

Phone Number

Signature

PLEASE COMPLETE THE FOLLOWING INFORMATION ONLY IF YOU ARE SIGNING THIS AGREEMENT ON BEHALF OF ONE OR MORE PERSON(S) WHO ARE UNDER THE AGE OF 18 YEARS

First Name of Child

Last Name of Child

Birthdate

First Name of Child

Last Name of Child

Birthdate

First Name of Child

Last Name of Child

Birthdate

First Name of Child

Last Name of Child

Birthdate

First Name of Child

Last Name of Child

Birthdate

First Name of Child

Last Name of Child

Birthdate