



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

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS AGREEMENT CAREFULLY.

In consideration of my entry upon the premises and facilities described as “The Factory” (the “**Facilities**”) and the ability to participate in the Factory Activities (defined below), I hereby agree with 2588176 Ontario Inc., 2588174 Ontario Inc., Cassidy Family Holdings Inc., and 2601412 Ontario Inc. o/a The Factory and their employees, agents, representatives, volunteers, independent contractors, subcontractors, service providers, successors and assigns (collectively, the “**Releasees**”), as follows.

FACTORY ACTIVITIES

Within this Agreement, the term “**Factory 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, high ropes, zip-lines, trampolines, ultimate warrior courses, arcade games, soft play areas, virtual reality games, escape rooms, use of the restaurant, lounge area and parent zones, and such other activities as may be related to the Factory Activities.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I am aware that my entry upon the Facilities and participation in the Factory 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 Factory Activities and cannot be eliminated without altering their character and value. The risks may include, among others: slips and falls; falls from heights; scrapes; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; impacts with other people; impacts with the wall, ground or other structures and equipment; entanglement; 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 FACTORY 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.

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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 Factory 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 Factory 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.0.2, as may be amended from time to time, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
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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 Factory 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 Factory 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 Factory 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 Factory 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;
2. I am the parent or legal guardian of each Minor, or otherwise have 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 Factory 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 Factory 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 Factory Activities.

GENERAL

1. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.
2. 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.

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3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. This Agreement may be executed by electronic means.
9. You acknowledge having received a copy of this Agreement by email delivered to the email address that you provided at the outset of the registration process.

YOU MUST ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT PRIOR TO PARTICIPATION IN THE FACTORY ACTIVITIES.

Signature Page

This agreement is for you and each minor listed. Please confirm acceptance of the above terms and conditions on behalf of yourself and/or your children participating in activities at The Factory:

Parent/Legal Guardian Signature: _____

Date: (DDMMYYYY): _____

If you are also signing on behalf of someone under the age of 18, please list the names and birthdate of the children for which you are signing consent.

Child #1:

Name: _____

Birthdate (DDMMYYYY): _____

Child #2:

Name: _____

Birthdate (DDMMYYYY): _____

Child #3:

Name: _____

Birthdate (DDMMYYYY): _____

Child #4:

Name: _____

Birthdate (DDMMYYYY): _____

Child #5:

Name: _____

Birthdate (DDMMYYYY): _____

Child #6:

Name: _____

Birthdate (DDMMYYYY): _____