



Big Fun Account Registration

Account Registration must be completed by an Adult Parent or Guardian on behalf of all Minor guests entering Big Fun. All guests (including adults) must create an account of their own or be added to another guest's account in order to be permitted admission.

Male Female First Name: _____ Last Name: _____

Address: _____ City: _____ Province: _____

Postal Code: _____ Phone Number: _____ Birth Date: _____

Additional Member(s) / Registrant(s) to be included with the above Member / Registrant

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Male Female First Name: _____ Last Name: _____

Phone Number: _____ Birth Date: _____

Account Registration will be completed only after the terms of the attached waiver have been accepted by an Adult Parent or Guardian and the waiver must be included with this Account Registration.

Big Fun Play Canada Inc. Customer Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement

In consideration of being permitted by **BIG FUN PLAY CANADA INC. ("BIG FUN")**, to engage and participate in its activities and to use the equipment and facilities at any and all **BIG FUN** locations, now and in the future, I hereby agree to release, indemnify and forever discharge **BIG FUN**, its agents, owners, members, shareholders, officers, directors, managers, partners, employees, contractors, volunteers, equipment manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "**RELEASED PARTIES**"), on behalf of myself, my spouse, my child(ren), all minors under my care and supervision, all participants for whom I am signing, my parent(s), my heir(s), assign(s), personal representative(s) and estate as set forth below. All **RELEASED PARTIES** not parties hereto shall be third party beneficiaries of the agreements and the waivers, releases and indemnities herein.

I acknowledge that participation in the activities provided at **BIG FUN's** facility entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity or activities. I understand that the risks include, among other things and without limitation: exposure of participants to the risk of cuts, bruises, sprained or broken wrists and ankles or other bones, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including full or partial paralysis, or death. I understand that traveling to and from the attraction's locations raises the possibility of any manner of transportation accidents. I understand that double bouncing (more than one person per attraction) can create a rebound effect causing serious injury. I understand that flipping, running and bouncing of any kind is dangerous and can cause serious injury, and must be done at the participants own risk. I understand that similar risks are also inherent in using any/all attractions and/or devices present at the facility. In any event, if you or your child is injured, you or your child may require medical assistance, at your own, sole expense. Furthermore, I understand that **BIG FUN** employees and contractors have difficult jobs to perform and they strive for the highest standards of safety, but they are not infallible as they might be unaware of a participant's fitness or abilities and may give incomplete warnings or instructions. I also acknowledge that the equipment being used might become loose, out of adjustment, or malfunction. I understand that there is also a risk that **BIG FUN** employees or contractors may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities. All of the foregoing are risks that I, on behalf of myself and any minors on whose behalf I am signing, specifically accept and by the execution of this Waiver of all Claims, Release of Liability, Indemnity and Assumption of Risk Agreement (this "**RELEASE**") I am hereby releasing, indemnifying and forever discharging all of the **RELEASED PARTIES** as set forth herein.

I hereby expressly agree and promise to voluntarily accept and assume all of the known and unknown risks existing in the devices, activities and attractions present at **BIG FUN**. My participation, and the participation of the minors on whose behalf I am signing, in these devices, activities and attractions is purely voluntary, and I elect to participate, or have such minors participate, in spite of all known, and unknown risks and the consequences thereof.

I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless **RELEASED PARTIES** from any and all claims, demands, or causes of action, which are in any way connected with my participation, or the participation of the minors on whose behalf I am signing, in the **BIG FUN** devices, activities or attractions or my or their use of **BIG FUN's** equipment or facilities, including any such claims which allege negligent acts or omissions of **RELEASED PARTIES**. Should any **RELEASED PARTY** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I

agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I certify that I have adequate insurance to cover any injury or damage that I, or any minor on whose behalf I am signing, may cause or suffer while participating in the devices, activities and attractions present at **BIG FUN**'s facilities or premises, or else I agree to bear the full costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I, or any minor on whose behalf I am signing, may have, pre-existing or otherwise. I consent, on behalf of myself and any minor on whose behalf I am signing, to the administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify the **RELEASED PARTIES** from any and all liability or claims arising out of such treatment or transportation and agree to be responsible for the costs thereof. This **RELEASE** extends to any liability arising out of, or in any way connected with, the medical treatment and/or transportation.

In the event that I file a lawsuit against **BIG FUN** or any of the **RELEASED PARTIES** for any reason, I agree to do so solely with the courts of the Province of Alberta and I further agree that the substantive law of the Province of Alberta shall apply in that action without regard to the conflict of the law rules of that Province. I agree that if any portion of this **RELEASE** is found to be void or unenforceable, the remaining portions of this **RELEASE** shall remain in full force and effect.

If the participant is a minor, I further agree that this Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement, this **RELEASE** is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this **RELEASE**.

If the participant is a minor, I further agree to defend, indemnify and hold harmless **BIG FUN** and any other **RELEASED PARTY** from any and all claims or suits for personal injury or death, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence or omissions of the **RELEASED PARTIES**.

I confirm that I have not, and any minor participant on whose behalf I am signing, has not consumed any alcohol or drugs or participated in any other activity which might impair or decrease my or their ability to safely participate in any of the devices, activities or attractions located at **BIG FUN**'s facilities, prior to or during the course of my partaking in any of the devices, activities and attractions located at **BIG FUN**'s facilities.

I confirm that I have had sufficient time to read and understand this **RELEASE** in its entirety. I understand that this **RELEASE** represents the entire agreement between myself (and any minors on whose behalf I am signing) and **BIG FUN** (and the other **RELEASED PARTIES**), and is binding on myself, such minors and anyone claiming through or under me or them. I am executing this **RELEASE** freely and voluntarily without any compulsion whatsoever on the part of **BIG FUN** or any of the other **RELEASED PARTIES**.

In consideration of not being required to sign a new copy of this **RELEASE** before each visit to **BIG FUN**'s facilities, I further agree that this **RELEASE** shall apply to any and all future visits by me and by the minor participant(s) until he/she/they are 18 years old.

I agree as an adult participant, any minor participant(s) on whose behalf I am signing, or the Parent/Legal Guardian of a minor participant(s), in consideration of being permitted to participate in the devices, activities and attractions at **BIG FUN**'s facilities, that **BIG FUN**, and all **RELEASED PARTIES**, has the

irrevocable right, permission and authority to photograph and/or record me or such minor(s) in connection with **BIG FUN** to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this **RELEASE** in relation thereto are without compensation of any kind. I also agree that all such photographs and/or recordings are the exclusive property of **BIG FUN**.

By signing this document, I acknowledge that if anyone is hurt or killed or there is property damaged during my or any minor(s) participation in any of the **BIG FUN** devices, activities or attractions, I may be found by a court of law to have waived my and/or the minor(s) participant's right to maintain a lawsuit against **BIG FUN** or any of the **RELEASED PARTIES** on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire **RELEASE**. I have read and understood this **RELEASE**, and I agree, on behalf of myself and any minor participant(s), to be bound by all of its terms and restrictions.

This **RELEASE** shall be effective and binding upon my or the minor(s) heirs, next of kin, executors, administrators, assigns and representatives in the event of my or the minor(s) death or incapacity.

I certify that I am the parent or legal guardian of the above minor(s) and confirm that the information I entered is accurate and true.

I am at least 18 years old and I have read and agree to the terms of the above agreement.

By signing your name below, you are accepting the terms of the Big Fun Big Fun Play Canada Inc. Customer Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement document just as if you would physically sign it if it was on paper.

Signature

Date