



PLAYER PARTICIPATION CONSENT, WAIVER & RELEASE OF LIABILITY

In recognition of the risk of injury while participating in bubble soccer/bubble football/bubble ball/archery tag/arrow tag activities, and as consideration for the rights to participate in the activity, I do hereby, for myself and/or my minor child, heirs, executors, administrators, assigns, and/or personal representatives, knowingly and voluntarily enter into this waiver, hold harmless, covenant not to sue, and release of liability. I do hereby release, hold harmless, forever discharge, promise not to sue, and waive any and all claims against VALLEY AMUSEMENTS and its affiliated leagues, and their respective officials, directors, owners, officers, employees, agents, representatives, volunteers, and all other persons acting on their behalf, including, without limitations, the facility and associated organization owning or operating the facility where bubble soccer/archery tag activities are held (collectively all these persons will be referred to as “VALLEY AMUSEMENTS”), for relief, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, including those arising from negligence and/or strict liability and all costs and expenses of any kind whatsoever incurred therewith, including attorneys’ fees and costs of defense against any of the aforementioned parties (collectively, “Losses”) for any and all injury, illness, damage, loss to property or person, economic loss, or emotional loss, sustained directly or proximately caused by, or which may exist or which may hereafter arise, from my and/or my child’s participation in, or due to any negligence or other actions or omissions by the aforementioned parties, while I and/or my child participates in the activity, including traveling to and from an event related to this activity, or for any negligence of the above-named parties in maintaining the premises at which such activity is conducted. If the above-listed parties incur any such losses, I agree to reimburse said party in full, regardless of any insurance coverage which may be applicable to said losses.

I certify that I am voluntarily participating in the aforementioned activity and I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, property damage, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, recklessness, or intentional conduct, conditions related to travel, or the condition of the activity location(s). Nonetheless, I voluntarily assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity. I agree to defend, indemnify and hold Valley Amusements harmless from and against any and all Liabilities.

I acknowledge that Valley Amusements are not responsible for errors, omissions, acts or failures to act of any third party or entity conducting a specific event or activity on behalf of Valley Amusements.

I acknowledge that this activity may involve a test of a persons’ physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers, of the event. I state that there is no medical reason why I and/or my child cannot or should not participate in the activity. I agree that I am not under or have been under the influence of alcohol or other substances within the last 24 hours. In the event that I should require medical care or treatment. I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any losses to other participants, equipment and/or facilities occur as a result of my and/or my child’s willful action, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect, recklessness, or intentional conduct. I agree to indemnify and hold harmless Valley Amusements against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.

Should Valley Amusements or anyone acting on their behalf, be required to pay attorney's fees and costs to enforce this Agreement, I agree to compensate and hold them harmless for all such fees and costs. If there are disputes regarding this Agreement, I, as Participant or on behalf of the participant, hereby waive any right I/or the Participant may have to a trial and agree that such dispute shall be brought within six months of the date of this Agreement and will be determined by binding arbitration before one arbitrator. I further agree that the arbitration will take place solely in the Province of Manitoba and that the substantive law of Manitoba shall apply. I agree that this release shall be governed by the law of the Province of Manitoba and the federal laws of Canada applicable therein.

I further consent to Valley Amusements photographing, videotaping, and/or otherwise recording the Participant engaged in Valley Amusements activities and grant permission to Valley Amusements to use the participants name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials

This Consent, Waiver & Release of Liability was entered into at arm's length, without duress or coercion, and is to be interpreted as an Agreement between parties of equal bargaining strength. I and Valley Amusements agree that this Agreement is clear and unambiguous as to its terms. I have had sufficient opportunity to read this entire Agreement and acknowledge that I have had the opportunity to review this Release with a lawyer of my choosing if I so desire. I have read and understood it and I agree to be bound by its terms.

In the event that any provision contained within this Consent, Waiver, & Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned, affirm that I am of the age of 18 years or older, and that I am freely signing this Consent, Waiver & Release of Liability on behalf of myself and/or my minor child. I certify that I have read this document, and that I fully understand its terms and meaning, and have made diligent inquiry concerning any questions about this document that I may have had. It is understood that participants be at least 4.5 feet tall and able to carry 25 pounds.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF THE PARTICIPANT IS INJURED OR PROPERTY IS DAMAGED DURING THE PARTICIPANT'S PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY AND THE PARTICIPANT'S RIGHT TO MAINTAIN A LAWSUIT AGAINST VALLEY AMUSEMENTS ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

Name of Participant (Print)

Signature of Participant

Date

If Participant is under the age of 18, Parent/Guardian must sign waiver.

Parent/Guardian Name
(Print)

Signature of Parent/Guardian

Date