

**Action Laser Tag Ltd.**

**902-835-9300 actionlasertags@gmail.com**

**AGREEMENT OF RELEASE AND WAIVER OF LIABILITY**

**WARNING! BY SIGNING THIS LEGAL DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURIES OR DEATH. PLEASE READ CAREFULLY! THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY ACTION LASER TAG LTD. EVENT.**

In consideration of the services and/or equipment provided by Action Laser Tag Ltd., in the delivery of laser tag and associated activities, including the delivery at its indoor facility or through its mobile operations, I understand and agree that Action Laser Tag Ltd., its owner(s), directors, officers, employees, referees, independent contractors, contractors, volunteers, agents or representatives, successors and assigns (all of whom are hereinafter referred to as "Action Laser Tag Ltd.") are not responsible for my death or any injury, loss or damage of any kind suffered to me or my family, heirs or assigns that may occur as a result of my participation in laser tag, or any activity or equipment connected with it, caused in any manner whatsoever, including but not limited to, the negligence of any party, including "Action Laser Tag Ltd.", whether active or passive.

**ASSUMPTION OF RISKS IN LASER TAG**

I am aware that participating in laser tag involves risks, dangers and hazards. The risks and dangers of laser tag and related activities include, but are not limited to: physical injury or death; tripping or slipping; physical contact with other participants or people; physical contact with taggers, obstacles or barricades; over-exertion; over-heating; the failure to perform any physical activity associated with laser tag and/or related activities safely or within one's own ability or within designated areas; negligence of others participating in laser tag; risk of losing personal items if carried on your person while participating such as cell phones, cameras, wallets, glasses, keys, clothing, etc.; and emotional or psychological effects.

I hereby acknowledge that I am aware of the risks, hazards and dangers associated with or related with laser tag and related activities and fully assume all risks, dangers and hazards, including the possible risk of death, severe or fatal injury to myself or others. My participation in laser tag (including related activities) offered by "Action Laser Tag Ltd." is purely voluntary, and I elect to participate in spite of the risks, dangers and hazards.

Furthermore, I am aware that "Action Laser Tag Ltd." has rules including, but not limited to, a code of conduct and field safety guidelines, that I must follow at all times and that are designed to enhance the safety of myself and others, including (but not limited to) those posted on Action Laser Tag Ltd's website, posted at its indoor facility & mobile operations, and communicated verbally to participants by employees, referees and any other representatives of "Action Laser Tag Ltd." I acknowledge that if I fail to abide by any rules identified by "Action Laser Tag Ltd.", I am exposed to an increased risk of injury or death. I also acknowledge that "Action Laser Tag Ltd." is not responsible for the failure of any equipment it provides or if such equipment malfunctions. I acknowledge that if I intentionally damage equipment provided by "Action Laser Tag Ltd.", I will reimburse "Action Laser Tag Ltd." for the full replacement cost of such equipment. "Action Laser Tag Ltd." determines whether damage to equipment is "intentional".

**FITNESS TO PARTICIPATE**

I confirm that I am in good health and suffer from no condition that would make me especially susceptible to injury, disability or death while participating in laser tag.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNIFICATION**

In consideration of Action Laser Tag Ltd. allowing me to participate in laser tag and/or related activities, I hereby agree as follows:

- To waive any and all claims that I have or may have in the future against "Action Laser Tag Ltd." including any of its heirs, assigns, executors, administrators and representatives and to release "Action Laser Tag Ltd." including any of their heirs, assigns, executors, administrators and representatives from any and all liability for any loss, damage, expense or injury including death that I may suffer as a result of my participation in laser tag and/or related activities, due to any cause whatsoever, including, but not limited to, negligence, breach of contract or breach of any statutory or other duty of care. I

understand that negligence includes failure of the part of "Action Laser Tag Ltd." to take reasonable care to safeguard or protect me from the risks, dangers and hazards of Laser tag and/or related activities;

- To assume all risks arising out of, associated with or related to my participation in laser tag and any associated activities, even though the risks may have been caused by "Action Laser Tag Ltd.";
- To be solely responsible for any injury, loss or damage which I might sustain while using the equipment supplied by "Action Laser Tag Ltd.", even though such injury, loss or damage may have been caused by the negligence of "Action Laser Tag Ltd."; and
- To hold harmless and indemnify "Action Laser Tag Ltd." from any and all liability for any property damage or personal injury to any third party, as well as any and all claims incurred, directly or indirectly, from my participation in Laser tag and associated activities.

**GENERAL TERMS:** This agreement shall be binding upon my heirs, personal representative and assigns. If any provision of this agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. This agreement shall be governed in accordance with the laws of the Province of Nova Scotia.

**I HAVE READ THIS ENTIRE DOCUMENT AND FULLY UNDERSTAND ITS TERMS. I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY. I ACKNOWLEDGE THAT THIS AGREEMENT IS TO BE BINDING ON MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES.**

Signed this \_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ at \_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name

**FOR PARTICIPANTS UNDER 19 YEARS OF AGE – this additional section is to be completed by parent or guardian with legal responsibility of minor**

As a parent and/or legal guardian of \_\_\_\_\_ (name of participant), hereinafter referred to as the "Minor", I grant my permission for the Minor to participate in laser tag and related activities despite the risks, dangers and hazards associated with such activities that are outlined in this Agreement, including the possible risk of death, severe or fatal injury to the Minor. I have read this entire Agreement of Release and Waiver of Liability and fully understand its terms. In consideration of the Minor being permitted by "Action Laser Tag Ltd." to participate in laser tag and related activities, I agree to the stated conditions and terms of this Agreement. I waive and release any and all legal rights that may accrue to myself and the Minor as a result of any loss, damage, expense or injury including death that I or the Minor may suffer as a result of the Minor's participation in laser tag and/or related activities, due to any cause whatsoever. I further agree to release, indemnify and hold harmless "Action Laser Tag" from any and all liabilities incident to the Minor's participation in laser tag and associated activities, for myself, my heirs, assigns, executors, administrators and representatives.

Signed this \_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ at \_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name

**Emergency Telephone Number** of Parent or Guardian \_\_\_\_\_