

Minto Bowl Ltd. operating as Minto Bowl & Rec Centre

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

By signing this document, you will waive certain legal rights including the right to sue.

Description and location of Activities (herein referred to as the "Activities"):

1. Participating in go-karting activities shall include, but is not limited to, renting and operating a go-kart or other motorized vehicle, participating in the go-kart track, driving, riding, racing training, learning, practicing, competing, maintaining vehicles, observing, spectating, participating in orientation and instructional courses and sessions, and standing in lines and other such activities, events and services in any way connected with or related to go-karting; and
2. Participating in any and all other activities on the Premises.

In consideration for my participation in the above Activities, and in consideration for permission granted by Minto Bowl Ltd. ("Minto Bowl") to enter into and upon Minto Bowl's Premises where the Activities are or will take place, and use Minto Bowl's equipment and facilities located at 201 13th Street East, Prince Albert, SK S6V 1C8 (collectively referred to as the "Premises") and/or allowing minor child(ren)/ward to participate in the above Activities, permit access to Minto Bowl's Premises and use Minto Bowl's equipment and facilities I, THE PARTICIPANT, HEREBY ACKNOWLEDGE, WARRANT, COVENANT, AND AGREE WITH MINTO BOWL as follows:

In signing the foregoing Liability Release, I ACKNOWLEDGE AND REPRESENT that:

- a) I have read the foregoing Liability Release, understand it, and sign it voluntarily;
- b) I am eighteen (18) years of age or older, and/or I am the parent/guardian having full legal responsibility for decisions regarding the minor child(ren)/ward;
- c) I am not pregnant;
- d) I have not consumed alcohol, marijuana, legal or illegal drugs or other mind or body altering substances which may affect my ability to participate in the Activities in a safe manner. I acknowledge that drugs, alcohol and smoking on the Premises is strictly prohibited;
- e) I and/or the minor child(ren)/ward do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by participating in the Activities;
- f) I and/or the minor child(ren)/ward am/are within the height and weight restrictions required to participate in the said Activities;
- g) My and/or the minor child(ren)/ward's clothing, apparel, and any and all equipment, is fit for and appropriate for my and/or his, her or their, use in the Activities. Specifically, I acknowledge that any long hair is adequately tied back and away from the face. I am wearing close toed footwear, I have removed any jewelry, any and all pockets are empty, and there are no loose items on my person;
- h) I am familiar with and acknowledge, on behalf of myself and the minor child(ren)/ward that the Activities are dangerous and there is the risk of serious injury, partial or complete paralysis, and death, whether as a participant or non-participant inherent to the Activities; in particular being allowed to enter, for any reason, the area or Premises where the Activities are being undertaken. Such physical injuries include but are not limited to bruises, scrapes, sprains, burns, broken bones, aggravation of pre-existing conditions, concussion, paralysis or death. Such emotional injuries may include but are not limited to, fear, panic or trauma. I FREELY ACCEPT, ON BEHALF OF MYSELF AND THE MINOR CHILD(REN)//WARD, AND FULLY ASSUME ALL SUCH RISK AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGES AND LOSS RESULTING THEREFROM;
- i) If I am the parent/guardian, I acknowledge that I have explained the Activities and this Agreement to the minor child(ren)/ward, and instructed that all applicable rules for participation must be followed and he, she or their understands the terms and freely chooses to participate in the Activities;
- j) This agreement is continuing and shall remain in effect every time I use this facility.

I COVENANT AND AGREE that:

- a) I will obey the rules and regulations set out by Minto Bowl;
- b) I will closely observe and follow the instructions given by the employees of Minto Bowl, and will only proceed with the Activity when instructed to do so;
- c) I will wear the appropriate safety equipment as instructed by the employees of Minto Bowl, including safety harnesses, helmets, seat belts and cable equipment when instructed to do so and will use any equipment exactly as instructed to do so;
- d) I will immediately remove myself and the child(ren)/ward from participation, and notify the nearest agent or employee of Minto Bowl, if at any time I sense or observe any unusual hazard or unsafe condition or I feel that I or the minor child(ren)/ward has experienced any deterioration in my or his or her or their physical, emotional or mental fitness, or that of my or his or her or their clothing, apparel and any and all equipment, for continued safe participation in the Activities;
- e) I will immediately advise an employee of Minto Bowl of any equipment failure or defect;
- f) Should I notice any other participant doing something questionable or unsafe, I will immediately advise the employees of Minto Bowl;
- g) I agree TO PAY FOR ANY AND ALL DAMAGES to the equipment, facilities and any other part or parts thereof caused by me, negligently, willfully or otherwise;
- h) I hereby release Minto Bowl, its members, directors, officers, shareholders, agents, employees, successors or assigns (collectively, "Releasees"), from any and all liability, claims, demands, actions whatsoever, whether foreseen or unforeseen, arising out of or related in

any way to the Activities at Minto Bowl that may result in injury, death or property damage or loss or other damages to me or my family, estate, heirs or assigns, and further to save and hold harmless Minto Bowl and its Releasees from all liability whatsoever for personal injury, property damage or loss or wrongful death caused by its negligence.

**PARTICIPANT'S FIRST
NAME:** _____

**PARTICIPANT'S LAST
NAME:** _____

**PARTICIPANT'S
DOB:** _____

PHONE #: _____

ADDRESS: _____

EMAIL: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

I have read the above stated, understand its terms and agree to be bound by those terms. I understand that I have given up substantial rights by signing this Assumption of Risk and Waiver and I am signing it freely and voluntarily without inducement.

I certify that I am the parent or legal guardian of the participant and that I am entitled to his, her or their custody and control. I understand the aforesaid inherent risks that could arise from these Activities. I grant permission for my child(ren)/ward to participate in the Activities and I execute this Assumption of Risk and Waiver on behalf of myself and my child(ren)/ward.

DATE: _____

PARENT/GUARDIAN SIGNATURE: _____

MINOR PARTICIPANT CERTIFICATION: I have read and understood this agreement and it has been explained to me by my parent or guardian. I am aware that by signing this Agreement, I am waiving certain legal rights, including any rights to sue if I am injured.

DATE: _____

MINOR PARTICIPANT SIGNATURE: _____