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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I am aware that rock climbing, indoor sport climbing, top-rope/lead/auto-belay climbing, bouldering, ninja warrior, obstacle courses, parkour, slacklines, high-line, zip-lines, fitness training and all instructional and coaching sessions (hereinafter collectively known as "the ACTIVITIES"), involve many risks, dangers and hazards which include, but are not limited to: Injury as a result of falling, slips, trips, falls and/or collisions while using climbing walls, bouldering areas, ninja courses, obstacle courses, washrooms, change rooms, showers, locker room, coat room, stairs, exists and entrances, and any other spaces, equipment and facilities inside the gym and/or parking and sidewalk facilities outside the gym and other facilities or equipment existing now or in the future ("the FACILITIES"); misuse of equipment or facilities; loose or damaged climbing holds, worn or defective ropes, slings, quick draws, anchor points and hardware, and belay devices; abrasion from or entanglement with ropes, hanging elements or equipment; your physical strength, conditioning, health, coordination, sense of balance, and ability to follow or give directions while participating in the Activities; poor decision making by you, your climbing partners, your belayers, and the presence, actions (including mistakes), or falls of other climbers, belayers, ninjas, participants and observers; failure to act safely or within your own ability or within designated areas prior to or after receiving proper instruction from staff, and/or other persons from Steel Peak Climbing and Ninja, as the case may be ("Steel Peak").

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

Please Initial: (1 of 5)

A square box containing the handwritten initials "A2" in black ink.

Initial

In consideration of engaging in the Activities and admission and/or memberships at Steel Peak and the use of the Facilities and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future to Steel Peak, and each of its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively known as “the RELEASEES”) and to these 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 either my use of or my presence in the FACILITIES or travel due to any negligence or cause whatsoever;

I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities.

Please Initial: (2 of 5)



Initial

I agree this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province in which this facility is located and shall be within the exclusive jurisdiction of the Courts of such Province.

Please Initial: (3 of 5)



Initial

MEDIA RELEASE:

I hereby give Steel Peak my permission to use Content in any Media which may include among others, advertising, promotion, marketing and packaging for any products or service. I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual work and may be altered and modified. I agree that I have no rights to the Content and all rights to the Content belong to Steel Peak.

a. Definitions: 'Content' means all photographs, film, audio or other recording, still or moving, taken as part of the shoot. 'Media' means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. 'Shoot' means any photographic, film or recording session that occurs at the facility.

b. It is agreed that my personal information will not be made publicly available but may be used directly in relation to the licensing of the Content where necessary (i.e. protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose.

Please Initial: (4 of 5)



Initial

I AGREE TO ABIDE BY THE RULES WHILE USING THE FACILITIES:

- a) I will not consume any alcohol, cannabis or any other substance which would impair my senses or judgment prior to or while using the facilities.
- b) I will not top-rope climb, lead climb, auto-belay climb and/or boulder on any climbing wall and/or bouldering wall until I have completed the prerequisite top-rope belay test, lead test, auto-belay orientation and/or bouldering orientation, as the case may be.
- c) When climbing top-rope or lead, I will always tie directly into my climbing harness through correct tie-in points with a figure-8 follow-through knot and a double fisherman's keeper knot, unless during competition events where double locking carabiners are used to secure into the belay loop.
- d) I assume full responsibility for my choice in belayers. For top-roping, I understand that Steel Peak provides ropes, anchors and belay devices but will not be responsible for poor judgment by an ill-chosen belayer.
- e) All lead climbing may only be performed with an approved, brake-assisted belay device which includes; Petzl GriGri's, Madrock Lifeguard and Edelrid Ohm.
- f) I will only belay when knowledgeable and experienced at belaying. I will not lead climb or belay lead climbers until certified by Steel Peak. When lead climbing, I will not skip clips and will provide and assume full responsibility for the safety and integrity of the rope and belay device when I lead or belay lead climbers.
- g) I will not use the Ninja course or parkour obstacles until I have completed the Ninja Orientation and necessary training to access these areas.
- h) During special events, headlight climbing may be permitted. During such events, participants assume responsibility for risk associated with low-light activities.
- i) I understand that climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
- j) I will not hold Steel Peak responsible for any lost or stolen personal belongings.
- k) All climbers must promptly report any equipment defects, unsafe situations, or accidents.

1) Formal teaching or coaching of individuals or groups, including but not limited to top-rope belaying, lead belaying, technical skills, or exercises may only be performed by Steel Peak staff, except by special arrangement. Steel Peak assumes no responsibility for lessons taught by others.

Please Initial: (5 of 5)

A square box with a light gray border containing the handwritten initials 'AZ' in black ink. The box has a yellow highlight at the bottom.

Initial

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AND I SIGN IT FREELY ON MY OWN FREE WILL.

FOR PARTICIPANTS AGE 18 YEARS AND OLDER

A square box with a light gray border containing the handwritten signature 'Andy 2' in black ink.

January 10, 2025

Minor's Name

Andy

First Name*

N/A

Middle Name

Zhang

Last Name*

(647) 787-4329

Phone*

Minor's Date of Birth*

11 - November 12 2007

Minor's Address

Address Line 1:* **367 Mavrinac Blvd**

Street address, P.O. box, company name, c/o

Address Line 2: **N/A**

Apartment, suite, unit, building, floor, etc.

Country:* **Canada**

City:* **Aurora**

State/Province:* **ON**

Zip/Postal:* **L4G0J9**

Parent or Legal Guardian Email Address

andy.jy.zhang@gmail.com

Email*

andy.jy.zhang@gmail.com

Confirm Email*



Check to receive information, news, and discounts by e-mail.

Emergency Contact

Li

First Name*

Wang

Last Name*

(647) 390-2991

Emergency Contact's Phone Number*

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for minor(s) and agree that they and the minor are subject to all the terms of this document as set forth above.

Parent or Legal Guardian Name

Li

First Name*

N/A

Middle Name

Wang

Last Name*

Mother

Relationship*

(647) 787-4329

Phone*



Parent or Legal Guardian Signature*

Electronic Signature Consent*

☒ By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any

documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.