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**Waiver for Minor(s) and
their Parent/Legal
Guardian.**

**RELEASE OF
LIABILITY, WAIVER OF
CLAIMS AND
ASSUMPTION OF RISK**

CLIMBING CAN BE DANGEROUS

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

TO: Markham Climbing Academy Corp. and 2315173 Ontario Inc. dba Hub Climbing (the “**Company**”) and its affiliates and their respective shareholders, directors, officers, employees, contractors and agents as well as the landlords of the premises located at 155/165 McIntosh Drive, Markham, Ontario and 3636 Hawkestone Road, Mississauga, Ontario, and their respective representatives (collectively, the “**Releasees**”)

FROM:

PARENT or LEGAL GUARDIAN:

I AM SIGNING ON MY OWN BEHALF AND AS A PARENT or LEGAL GUARDIAN

In consideration for the Company allowing myself and the minor listed below of whom I am the parent or legal guardian (my “**Child**”) to attend its indoor wall climbing and recreational facilities located at 165 McIntosh Drive, Markham, Ontario and 3636 Hawkestone Road, Mississauga, Ontario (the “**Facilities**”) and to participate in and/or observe the activities available at such Facilities including, but not limited to, climbing walls up to 50 feet in height, rope climbing, bouldering, lead climbing, down-climbing, weight lifting, fitness training, yoga as well as activities that may take place off the premises (collectively, the “**Activities**”) and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, the undersigned, on my behalf and on behalf of my Child and our respective heirs, executors, administrators, personal legal representatives, assigns and next of kin (collectively, our “**Legal Representatives**”), covenant and agree as follows:

ACKNOWLEDGMENT OF RISKS. I understand that there are significant risks and dangers, both known and unknown, in participating in and/or observing the Activities. A partial list of the risks and dangers include: dehydration; oxygen shortage (anoxia); slips, trips, falls and/or collisions; falling holds, ropes, harnesses and other equipment or items; abrasions from the walls, ropes, pads or the floor; entanglement with ropes or equipment; defective flooring or landing pads; and equipment failure including loose or damaged holds or worn or defective ropes or safety devices. I understand that the presence of safety equipment will not eliminate all risks and dangers (for example, people can and do get injured by falling even though they may land on foam floors). The said risks and dangers may be affected by a number of factors including, but not limited to: a participant's physical strength, coordination or sense of balance; his or her experience and training climbing; the experience, training, judgement and acts or omissions (including, but not limited to, dropping the rope or failing to verify one's harness and/or knot) of his or her belayer (which is an individual who secures a climber through the use of a climbing rope); acting within one's own ability; wearing a helmet; the proximity of medical care; compliance with the rules and regulations of the Facilities (the "**Rules**"); compliance with the instructions of the Company's employees; and the negligence or intentional acts or omissions of others including, but not limited to, other participants, observers or any of the Releasees. I have reviewed such risks and dangers with my Child.

☒ **I Agree**

I understand that participating in or observing the Activities or attending at the Facilities may increase the risk that my Child contracts COVID-19 through coming into contact with or exposure to other people at the Facilities, by touching surfaces or equipment at the Facilities or otherwise. The risk of contracting COVID-19 may be affected by: wearing personal protective equipment such as a mask and gloves; compliance with facility rules; and compliance with government regulations and guidelines as they relate to COVID-19.

I acknowledge that such risks and dangers may cause serious injury, illness or even death and that personal property which my Child and I bring to the Facilities can be lost, stolen or damaged and that the foregoing can occur by accident, through negligence or even intentionally.

☒ **I Agree**

ASSUMPTION OF RISK AND RESPONSIBILITY. My attendance and my Child's attendance at the Facilities and participation in and/or observance of the Activities is voluntary and I fully assume the risk of any personal injury, illness or death occurring to myself and/or my Child and the risk that any personal property belonging to myself and/or my Child is lost, stolen or damaged even if such injury, illness, death, loss or damage is caused by the negligence or willful acts or omissions of any of the Releasees or any other person and whether same occurs while participating in or observing the Activities or in any other area of the Facilities (such as the entrances, exits or washrooms) or outside of the Facilities (such as on the sidewalks or parking areas).

☒ **I Agree**

WAIVER AND RELEASE. I hereby waive all rights to make or bring any claims, demands, actions, suits or proceedings (collectively, "**Claims**") which I, my Child or our Legal Representatives have or may in the future have against the Releasees (or any of them) and hereby release and forever discharge the Releasees (and each of them) from any and all Claims and liability for or in respect of any illness, injury, death, property damage, loss, cost or expense suffered or incurred as a result of or related to myself and/or my Child's performing services or participating in or observing the Activities or attending at the Facilities, due to any cause whatsoever including, but not limited to, negligence, wilful acts or omissions, breach of contract or breach of any statutory or other duty of care by any of the Releasees or any other person.

I also hereby waive all rights and hereby release and forever discharge the Releasees (and each of them) from any and all Claims and liability for or in respect of any COVID-19 related illness, infection, personal injury, or death as a result of or related to my Child's participation in the Activities or attendance at the Facilities due to any cause whatsoever.

☒ **I Agree**

INDEMNITY. In the event that: (a) my Child or I cause or contribute in any way to the injury or death of any person who is at the Facilities or to the damage or loss of any property at the Facility, and/or (b) any Claims are made or brought against the Releasees (or any of them) in connection with any matter hereinbefore released; I shall indemnify and hold harmless the Releasees (and each of them) from and against any and all resulting or related Claims, liabilities, judgements, costs and/or expenses (including lawyer's fees and disbursements).

☒ **I Agree**

HEALTH AND SAFETY MATTERS. I represent that neither myself nor my Child have any illnesses, disabilities or other conditions that prevents either of us from safely performing services or participating in the Activities. If any such conditions arise in the future, I will consult with a physician before my Child or I participate in any Activities. I promise that my Child and I will abide by the Rules at all times while at the Facilities. I acknowledge and agree that for safety reasons, the minimum age to participate in certain Activities starts at four with participation in some Activities being subject to further rules and age requirements. Without limiting the generality of the foregoing, I acknowledge that the use of drugs, alcohol or other controlled substances by myself or my Child while supervising or participating in the Activities is strictly prohibited.

My Child's participation in the Activities and/or access to the Facilities may be restricted or suspended as the Company deems necessary if: my Child has COVID-19; my Child has any symptoms related to COVID-19; the Company suspects that my Child may have COVID-19; or any other factors exist which cause the company to be concerned about COVID-19 as it relates to my Child or others.

☒ **I Agree**

ACKNOWLEDGMENT RE SELF-SUPERVISION. I acknowledge that the Facilities operate on a self-supervision basis (meaning that the Company's employees will not be supervising myself or my Child while at the Facilities). I understand that the Company does offer orientation and training to all visitors to learn proper falling techniques, etiquette and other Rules. Further, I understand that the Company's staff are available to help and assist, but even though staff are present or may provide my Child and I with assistance, the staff will not directly supervise us while at the Facilities. I agree with the Company's self-supervision policy and acknowledge that my Child and I will be participating in the Activities at the Facilities without staff supervision. I acknowledge and agree that: (i) If I am attending the Facilities with my Child, I will be responsible for supervising him/her; and (ii) If my Child is attending without my presence, he/she must be accompanied by a responsible adult or group chaperone who will be responsible for supervising my Child. I acknowledge that it is our responsibility to ask for help when needed, to follow the Rules and to stop participating in the Activities when my Child or I are fatigued or otherwise at risk.

☒ **I Agree**

GENERAL. This Release and Waiver shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of laws rules). I agree that the Courts of Ontario shall have exclusive jurisdiction to entertain any legal proceeding based on any provisions of this Release and Waiver, and my Child and I irrevocably submit to the exclusive jurisdiction of the Courts of Ontario for such purposes. If any portion of this Release and Waiver is found to be illegal, invalid or unenforceable, the remaining portions shall remain in full force and effect. In this Release and Waiver, headings are for convenience of reference only and are not intended to be full or complete descriptions and words in the singular shall include the plural and vice versa. This Release and Waiver shall be binding upon myself, my Child and our Legal Representatives. This Release and Waiver shall apply to all visits to the Facilities and hereby give permission for my child to return to the Facilities for subsequent visits.

☒ **I Agree**

PARENT OR LEGAL GUARDIAN

I CONFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR LISTED BELOW.

☒ **I Agree**

I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AND AGREE THAT BY SIGNING IT I AM GIVING UP CERTAIN LEGAL RIGHTS THAT MYSELF AND MY CHILD MAY OTHERWISE HAVE. THIS AGREEMENT SHALL APPLY TO ALL SUBSEQUENT ADMISSIONS AND / OR RENEWALS

By adding a checkmark to an item, I confirm that I understand and agree with that item.

Andy Zhang

Date: 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 Information

- Name of person participating or observing must exactly match ID card
- Date of Birth of person participating or observing must exactly match ID card

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 Guardian's 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^{*}

Emergency Contact Relation

Mother

What is the Relation of the Emergency Contact to the Minor(s) ^{*}

Adult Relationship to Minor

Adult Relationship to Minor (If Guardian, must show legal proof)*

- ☒ Parent
- ☐ Legal Guardian

Parent/Legal Guardian Certification

Parent/Legal Guardian certification *

☒ I certify that I am the parent or legal guardian of the above minor(s).

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent/Guardian name must exactly match ID card.

Parent or Guardian's Name

Li

First Name*

N/A

Middle Name

Wang

Last Name*

(647) 787-4329

Phone*

Parent or Guardian's Date of Birth*

11 - November 12 1972

Li Wang

Parent or Guardian's 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.