

## AT BUBBLE SOCCER WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

### DEFINITIONS:

**Facilities** – 1300 Alness Street. Concord, Ontario L4K 2W6 Canada.

**Indemnatee** – Bubble Fitness Inc. also known as AT Bubble Soccer.

**Indemnitor** – The individual signing below (hereinafter also referred to as the **Occupant**) and his/her heirs, administrators, and executors.

The **Indemnitor** hereby releases the **Indemnatee** from any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, **Indemnitor's** use of the **Facilities** and services provided at the **Facilities**.

**Indemnitor** represents that:

1. I am 18 years of age or older.
2. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
3. I have no physical or psychological conditions, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.
4. I understand and agree that it is my responsibility to assess the hazards presented by my use of the **Facilities** and services of the **Facilities**, and further agree that I assume all risks associated with the exercise of personal judgment about the use of said Facilities and services.
5. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the **Indemnatee**.
6. My use of the **Facilities** listed above is entirely optional and my own free choice.
7. All personal property of the **Indemnatee** placed in the rented premises, or in any other portion of the property on which the premises is located, shall be at the sole risk of the Occupant or parties owning the same, and the Owner shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the Owner, or his employees.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.
9. I allow the Indemnatee to use any photograph taken by Indemnatee's staff on social media, internet, print or any other type of media, commercial and advertisements.

Participants Name: \_\_\_\_\_

Parent or Guardians name: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone#: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_