

**WAIVER RELEASE AND INDEMNIFICATION
PLEASE READ CAREFULLY**

BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND ASSUMING CERTAIN OBLIGATIONS, SUCH AS THE OBLIGATION TO INDEMNIFY.

TO: THE FUN FACTORY SASKATOON INC., and its officers, directors, shareholders, agents and employees (collectively, the "Fun Factory")

IN CONSIDERATION OF the Fun Factory agreeing to allow me and any persons accompanying me including my own children, and any other minors and their caregiver (the names of whom are listed on the back of this agreement, collectively, my "Guests") to use the Fun Factory's play facilities (the "Facilities"), I hereby, on my own behalf and on behalf of my minor Guests:

- (a) Acknowledge that it is a condition of use of the Facilities that I execute this Agreement on my own behalf, and on behalf of my minor Guests, and this Agreement shall bind me and my minor Guests for this visit to and use of the Facilities and each visit to and use of the Facilities by me and my Guests in the future.
- (b) Represent to the Fun Factory that I am authorized to execute this Agreement on behalf of my minor Guests;
- (c) Understand that use of the Facilities by children will involve an increased risk of injury to the children;
- (d) Declare that I have read and fully understand the safety rules (the "Safety Rules") respecting use of the Facilities and have explained the Safety Rules to my Guests;
- (e) Agree to, and to cause my guests to, fully comply with the Safety Rules at all times, and agree that I shall be personally responsible for supervising my Guests at all times, whether while they are using the Facilities or otherwise;
- (f) Accept full risk and responsibility for death or any injury to me or my Guests or damage to our property while using the Facilities;
- (g) Waive any rights whatsoever that I or my minor Guests may have against the Fun Factory as a result of death or injury to me or my Guests, or damage to our property, arising from use of the Facilities;
- (h) Release and forever discharge the Fun Factory from all actions, causes of action, suits, claims and demands whatsoever, that may arise from the use of the Facilities;
- (i) Agree to indemnify and hold harmless the Fun Factory from and against all liability for damages for death or injury or damage to property in respect of or arising from use of the Facilities by myself or any of my Guests and to further indemnify and hold harmless the Fun Factory in relation to any costs and expenses, including legal fees and disbursements in defending any such claim for damages;
- (j) Agree that this document will be binding on my heirs, executors, administrators and assigns and those of my minor Guests; and
- (k) Agree that if any covenant or other provision hereof is invalid, illegal or incapable or being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other provision contained herein, and this instrument will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all other provisions hereof will, nevertheless, remain in full force and effect and no covenant or provision will be deemed to be dependent upon any other covenant or provision unless so expressed herein.

I FURTHER ACKNOWLEDGE that I have read and understand the foregoing terms and conditions prior to signing this Waiver, Release and Indemnification Agreement.

DATED this _____ day of _____, 20____

SIGNED, SEALED AND DELIVERED
in the Presence of:

}
}
}
}
}
}

(Signature)

(Witness)

(Print Name)

FUN FACTORY CUSTOMER PROFILE

The purpose of this form is to provide us with information which will help ensure the security and integrity of our facility and most importantly, the safety of your children. In the event we are unable to identify you as a caregiver, you may be asked to verify the information provided on this form.

PLEASE PRINT

Name: _____ Phone: _____

Address: _____ City: _____

Province: _____ Postal Code: _____

Email: _____

GUESTS (MINOR CHILDREN AND CAREGIVERS) Birthdates required only for minors

Last Name	First Name	Date of Birth Month – Day - Year

- Check this box if you DO NOT want the Fun Factory to send you occasional emails regarding specials and promotions.

How did you hear about us:

- Been here before Web search engine Friend Newspaper
 Pre-school/Daycare Facebook Yellow pages None/Other

Thank you!