## RELEASE AND WAIVER



Acknowledging participation in the activities at Zaaz Eatery & Play Inc, hereinafter called "Zaaz", the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns, hereby acknowledges and agrees as follows:

- I am fully aware of the risks and hazards connected with the activities which may take place in the buildings at 425 & 423 Mount Paul Way, Kamloops BC V2H 1A7, as well as associated eatery, parking lots, outside area and lanes. Such risks and hazards include but are not limited to: Falls on or from the equipment, Choking, Allergic reactions, Tripping, or Collisions with the equipment, vehicles, or other participants. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Zaaz does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury including death that may be sustained by me, or any loss or damage.
- I understand that <u>Zaaz is NOT a daycare or childminding facility</u> and adult supervision of each child by that child's parent or authorized caregiver is required at ALL times. Zaaz shall not be liable for any injury resulting from an absence of adult supervision, including, but not limited to, any child leaving the property of Zaaz without a parent or caregiver.
- I understand that my agreement and completion of this Waiver on the first visit will authorize Zaaz to use it as a continuous waiver for my child's/children's ongoing participation in the Activities or use it as a Waiver executed for my other child/children. I hereby expressly authorize Zaaz to use this Waiver as a multi-use waiver until I have expressed to change this in writing.
- I further hereby agree to waive any and all claims that I have, or the Participant may have, now or in the future against Zaaz and their Directors, Officers, employees, agents, and representatives (all of whom are hereinafter collectively referred to as the "Management"); To release and discharge the Management from any liability or any loss, damage, injury or expense to person or property that I or the Participant may suffer as a result of the Participant using the premises; To hold harmless and indemnify the Management from any and all liability for any property damage or personal injury to any third party, resulting from the Participant using the premises; and To indemnify the Management from all costs and claims brought against the Management on behalf of the Participant.

Parent Or Legal Guardian Certification And Consent: I hereby certify that I am the parent, legal guardian or have been duly authorized by the parent or legal guardian of the Participant whose name appears below, and I have authority to waive rights on behalf of the minor Participant. I have read and I understand all of the provisions of this document and the risks of the Activities. I understand that the Activities could cause injury and even death. I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document.

I understand that all applicable rules for participation must be followed and that at all times during the various activities, the sole responsibility of the Minor's personal safety remains with me. I understand that in the event that the Minor fails to abide by the rules, he/she may lose access privileges. I will immediately remove the Minor from participation in the activity and advise the employees of Zaaz Eatery & Play Inc, if at any time, I sense or observe an unusual hazard or unsafe condition or if I feel that the Minor has experienced any deterioration in their physical, emotional or mental fitness.

Use of Photography and/or Videos: Zaaz may use any photography/video taken at Zaaz, without the expressed written permission of those included within the photograph/video. Zaaz may use the photograph/video in publications or other media material produced, used or contracted by Zaaz including but not limited to: invitations, magazines, newspapers, brochures, television, social media, websites, etc. A person attending a Zaaz event who does not wish to have their image recorded should make their wishes known to Zaaz Eatery & Play Inc, 425 Mount Paul Way, Kamloops BC, V2H 1A7. By participating in or by failing to notify Zaaz, in writing, your desire to not have your photograph used by Zaaz, you are agreeing to release, defend, hold harmless and indemnify Zaaz from any and all claims involving the use of your picture.

PLEASE REMEMBER TO BRING SOCKS FOR EVERYONE ENTERING THE PLAYGROUND, WE ARE A SOCK ONLY FACILITY!

SOCKS ARE AVAILABLE FOR PURCHASE AT THE FRONT DESK AS WELL.

I HAVE READ THE ABOVE WAIVER AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ZAAZ EATERY & PLAY INC FROM ALL LIABILITY ARISING FROM UTILIZING THE FACILITIES.