

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**  
**(the "Agreement")**

I, \_\_\_\_\_, am the Parent or Guardian of the following child(ren):  
name

_____ name	_____ name	_____ name
_____ name	_____ name	_____ name
_____ name	_____ name	_____ name

(collectively, the "Children")

In consideration of Oui Entertain! Inc. (doing business as Play Abby) ("**Oui Entertain**"), providing to me or the Children certain entertainment and recreation activities, including, indoor play structures, laser tag and yoga (collectively, the "**Activities**"), the receipt and sufficiency of which I acknowledge, **I RELEASE, INDEMNIFY, AND FOREVER DISCHARGE OUI ENTERTAIN** and its affiliates, employees, agents, shareholders, volunteers, subsidiaries, directors, officers, and contractors (collectively, the "**Releasees**") from and against any damages, expenses, costs, suits, claims, and personal injuries (including death), whether in law, equity, or pursuant to statute, which as against the Releasees (or any of them alone) I or the Children ever had, or may have, arising out of my participation, or the participation of the Children, in the Activities.

I represent and warrant to the Releasees that the Children and I are in good health and physical condition and the Children and I are not taking medication or suffering from any condition that would make it potentially dangerous or harmful for me or the Children to participate in the Activities.

**I UNDERSTAND AND AGREE THAT:**

1. IT IS MY SOLE RESPONSIBILITY TO EITHER: (A) SUPERVISE THE CHILDREN; OR (B) APPOINT AN ADULT TO SUPERVISE THE CHILDREN ON MY BEHALF. I UNDERSTAND THAT OUI ENTERTAIN DOES NOT SUPERVISE THE CHILDREN NOR APPOINT AN ADULT TO SUPERVISE THE CHILDREN.
2. I will follow, and I will ensure the Children follow, the instructions and directions of the staff of Oui Entertain.
3. I will ensure the Children wear socks while participating in the Activities pursuant to Fraser Health regulations.
4. Participation by anyone in the Activities involves known and unanticipated risks that may pose a risk to me, the Children, third parties, or to personal property.
5. I will indemnify, defend, and hold harmless the Releasees, at my sole expense, against any liability whatsoever, indirectly or directly resulting from any of the Children participating in the Activities, including any claims on behalf of any of the Children.
6. I agree that the Releasees will not be held responsible in any way should the Children, I, or others become injured or suffer any adverse consequences as set out in this Release, even if such adverse consequence arises from faulty or improperly maintained equipment, incomplete or inadequate instructions or directions, or the negligence or actions of the Releasees or others.
7. This Release is governed by the laws of British Columbia and the parties agree to attorn to the jurisdiction of British Columbia exclusively.
8. If any part of this Agreement is unenforceable, then the remainder of the Agreement will remain in full force and effect.
9. This Agreement binds my estate, personal representative, and assigns

**THIS IS A FULL RELEASE AND INDEMNITY OF ALL CLAIMS. PLEASE READ IT CAREFULLY.**

**I, the undersigned, understand and agree to the foregoing prior to my participating in the Activities or the participation of the Children in the Activities. The Releasees would not agree to permit me or the Children to partake in the Activities if I did not agree to the terms set out above. This Agreement is a binding contract.**



\_\_\_\_\_ Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

