

HOOPLA ISLAND Customer Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement



ASSUMPTION OF RISKS: I acknowledge that my participation in the activities provided by Twenty-One Ventures Inc, doing business as HOOPLA ISLAND at Norman Park (35 Minnesota St, Kenora ON, P9N 3W5) and Pinawa's public beach (5 Willis Dr, Pinawa MB, R0E 1L0) entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things and without limitation: exposure of participants to the risk of slips, falls, cuts and bruises, any bodily injuries including head, back, arm and shoulder injuries, entrapment by equipment or other patrons, forces of nature including extremes of weather, lightning, and rapid weather changes, exposure to sun, heat stroke, strong wind, cold weather, large waves, eddies and whirlpools, tidal conditions, surf and currents, the risk of collision with objects or other watercraft, insect bites, my own physical condition, accidental drowning and the physical exertion associated with these activities. I agree and promise to accept and assume all of the risks existing with this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the listed risks. Additionally, I agree to wear an approved personal flotation device throughout the participation of this event. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless HOOPLA ISLAND, from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of HOOPLA ISLAND's equipment, or facilities, including any such claims which includes negligent acts or omission of HOOPLA ISLAND.

In consideration of being permitted by Twenty-One Ventures Inc, doing business as "HOOPLA ISLAND", to participate in its activities and to use its equipment, now and in the future, I hereby agree to release, indemnify and forever discharge HOOPLA ISLAND, its agents, owners, members, shareholders, officers, directors, managers, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my child(ren), my parent(s), my heir(s), assign(s), personal representative(s) and estate as follows: 1. To waive any and all claims that I have or may in the future have against the releasees and to release the releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in HOOPLA ISLAND's activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the OCCUPIERS LIABILITY ACT of Ontario and the OCCUPIERS LIABILITY ACT of Manitoba, on the part of the releasees, and further including the failure on the part of he releasees to safeguard or protect me from the risks, dangers and hazards of participating in HOOPLA ISLAND referred to above. 2. To hold harmless and indemnify the releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in HOOPLA ISLAND's activities. 3. This release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario should the activities have taken place in Ontario, or according to the laws of Manitoba, should the activities have taken place in Manitoba, and no other jurisdiction; and 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario, or brought solely within the province of Manitoba and shall be within the exclusive jurisdiction of the Courts of Manitoba should the activities taken place in Manitoba. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in HOOPLA ISLAND; other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Only the parent can sign for minors.	Name (Age 18+)	First, Last	Birthday	
	Phone		Postal Code	
	SIGNATURE		Today's Date	

Minor 1:	First, Last	Birthday	
Minor 2:	First, Last	Birthday	
Minor 3:	First, Last	Birthday	
Minor 4:	First, Last	Birthday	