

WAIVER AND RELEASE OF LIABILITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TO: ATLANTIC COAST MOBILE LASERTAG INC. ("ACML")

Participant name (print): _____ (the "Participant")

Participant date of birth: _____

ALL PARTICIPANTS, OR THEIR PARENTS/GUARDIANS AS APPLICABLE, MUST READ AND SIGN THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT ("AGREEMENT") BEFORE PARTICIPATING IN THE LASER TAG ACTIVITY ("ACTIVITY").

ASSUMPTION OF RISK AND RESPONSIBILITY

By signing this Agreement, you acknowledge and agree that participation in the Activity is voluntary, and that it involves certain inherent risks, including but not limited to risk of personal injury, property damage, death, and other losses or damages that may be suffered by the Participant due to their participation in the Activity, all of which are accepted and assumed by the Participant.

RELEASE OF LIABILITY AND INDEMNITY:

In consideration of ACML agreeing to allow the Participant to participate in the Activity, you hereby agree as follows on behalf of the Participant:

1. TO UNCONDITIONALLY AND FOREVER RELEASE ACML, as well as its affiliates, directors, officers, employees, contractors, agents, field operators, equipment manufacturers and distributors (collectively referred to as the "Releasees"), from any and all liability for any loss, damage, expense, or injury, including death, that the Participant, or their heirs, successors, executors, administrators, representatives or assigns may suffer as a result of their participation in the Activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 2000;
2. TO WAIVE ANY AND ALL CLAIMS, DEMANDS , SUITS AND ACTIONS that the Participant, or their heirs, successors, executors, administrators, representatives or assigns may have against the Releasees for any personal loss, injury, disability, death, property damage or other loss arising directly or indirectly from the Participant's participation in the Activity as well as any failure to protect or safeguard the Participant from injury, disability, death or loss; and
3. TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any property damage, losses or injury to the Participant or any third party resulting from the Participant's participation the Activity.

REPRESENTATIONS:

By signing this Agreement, you hereby represent, warrant and agree with ACML as follows: 1.

That you are at least 18 years of age and have legal capacity to enter into this Agreement;

2. That the Participant is in good health and does not have a medical condition or ailment which could worsen or cause injury, illness, or death as a result of their participation in the Activity;
3. If you are not the Participant, that you have legal authority to sign this document and make the agreements herein on behalf of the Participant;
4. That you understand and agree that ACML does not represent or act as agent for any third party, including but not limited to, the providers of food, beverage, transportation, facilities, or owner of the premises upon which the Activity is taking place, and that the ACML is not responsible in any way for the operations, acts or omissions of other individuals, entities or suppliers of goods, property and/or services;
5. That this Agreement shall be binding on the Participant's heirs, representatives, dependants, assigns and estate and shall be governed by and interpreted in accordance with the laws in the Province of New-Brunswick, Canada; and
6. That this Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under the law.

I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS PERMITTED BY LAW.

PARTICIPANT'S SIGNATURE DATE

FOR MINOR AGED PARTICIPANTS

Participants under the age of 18 at the time of participation must have a parent or guardian sign below. I CERTIFY THAT I AM THE PARENT OR GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE PARTICIPANT AND AGREE TO THE TERMS OF THIS AGREEMENT ON THEIR BEHALF.

PARENT / GUARDIAN'S SIGNATURE DATE

PARENT / GUARDIAN'S NAME (PRINT)