

PLEASE READ CAREFULLY BEFORE SIGNING

TO: Esam Construction Limited o/a “Fleetway Bowling Centre” (“Fleetway”)

IN CONSIDERATION of and as a precondition to the participation by the undersigned (hereinafter sometimes referred to as the “Participant”) in any rock or rope climbing activities (the “Challenge Courses”) provided by Fleetway, the undersigned agrees and acknowledges that:

THE FLEETWAY Challenge Courses are strenuous and require me to be in good physical condition. I hereby certify that I do not suffer from any physical infirmities or illnesses that would affect my ability to engage in the Challenge Courses. I understand my participation in the Challenge Courses will expose me to physical stress and that the Challenge Courses involve inherent and other risks of injury and death. I voluntarily agree to expressly assume all risks of injury or death that may result from my participation in the Challenge Courses.

I HEREBY agree to release and discharge Fleetway, its owners, affiliates, agents, officers, directors and employees and the manufacturers and distributors of the Challenge Courses (collectively the “Providers”) from all liability for injury, death, property loss and damage howsoever arising, whether by negligence or otherwise, resulting in any way from my participation in the Challenge Courses. I further agree to defend and indemnify Providers from any loss or damage, including any that results from claims or lawsuits for personal injury, death or property loss and damage related in any way to my use of the Challenge Courses.

THIS AGREEMENT is governed by the laws of the Province of Ontario. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT THIS LIABILITY RELEASE AGREEMENT HAS BEEN READ AND UNDERSTOOD IN ITS ENTIRETY AND THAT IT HAS BEEN SIGNED VOLUNTARILY.

DATE: _____

PLEASE PRINT PARTICIPANT’S NAME: _____

IF PARTICIPANT IS 18 YEARS OR OLDER:

Participant’s Signature

IF PARTICIPANT IS UNDER THE AGE OF 18:

I represent that I am the parent, guardian or agent of the Participant and have the authority to enter into this Agreement on my behalf and on behalf of the Participant, being both thereafter bound by the terms and conditions of this Agreement.

Parent Guardian Agent

Signature: _____

Printed Name: _____