

ASSUMPTION OF RISK, WAIVER, AND INDEMNITY AGREEMENT

-- PLEASE READ BOTH PAGES CAREFULLY --

WARNING: By signing this Agreement, you give up the right to sue for any injury or damage.

You are assuming both physical risks and legal risks.

This Waiver, Assumption of Risk, and Indemnity Agreement (the “**Agreement**”) is made between Rainbow Investments Inc. (the “**Operator**”) and its employees, representatives, officers, directors, and agents (collectively, the “**Employees**”) and each of the following individuals:

Full Name	Age (In Years)

(“the **Releasors**”).

This Agreement applies to all of the Releasors’ dealings with the Operator including but not limited to all activities involving the use of facilities owned, operated, or controlled by the Operator including the Sylvan Lake Aqua Splash (Wibit Sport Park) and associated areas and equipment including but not limited to walkways, beaches, docks, ramps, ladders, and gates (the “**Facilities**”). Such activities may include, but are not limited to walking, running, bouncing, and climbing on wet and unstable surfaces, swimming, sliding, and jumping from significant heights (the “**Activities**”). In this Agreement, any of the Releasors who participate in any of the Activities are referred to as “**Participants**.”

The Releasors agree, as a precondition to the Participants’ participation in the Activities and in consideration of the Operator allowing the Participants to do so, to be strictly bound by the terms of this Agreement.

ASSUMPTION OF PHYSICAL AND LEGAL RISK

1. The Releasors each acknowledge that water activities involve **INHERENT RISKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS** and that extreme caution is required when participating in those activities. The Releasors further recognize that the Activities involve **SPECIFIC RISKS AND DANGERS** including but not limited to drowning, hypothermia, sunburn, sunstroke, head and facial injuries, cuts and scrapes (and any consequential infection), bruises, sprains, broken bones, injuries caused by being struck or stepped on by other participants, rope burns, entanglement, falls from significant heights, uneven ground, and exposure to weather and boat traffic. The Releasors each further acknowledge that even by exercising all reasonable due care and diligence the Operator cannot eliminate the risk of injuries or losses, including those caused by the unsafe or dangerous activities of other participants or other third parties.
2. The Participants each hereby represent that they have appropriate skill, fitness, and experience for any Activities in which they may choose to participate, that they have no physical limitations or conditions that would prevent them from using the Facilities safely, and that they are not under the influence of any alcohol or non-prescription drugs, or any prescription drugs which may impair their ability to use the Facilities safely.
3. The Releasors each acknowledge that the Operator has rules for the use of the Facilities (the “**Rules**”) and that all participants are required to comply with the Rules for safety reasons. The Releasors each understand that the Operator may add to, amend, or rescind any of the Rules at any time. The Releasors each agree to familiarize themselves with the Rules before participating in the Activities, seek clarification of any Rules that they don’t understand, and comply with the Rules at all times. The Releasors each acknowledge that any non-compliance with the Rules by them will constitute negligence on their part. The Releasors each acknowledge that they may be removed from the Facilities if, in the determination of the Operator or its Employees, the Participants or any of them have failed to comply strictly with the Rules or for any other safety-related cause.
4. The Releasors each fully understand the risks and dangers associated with their participation in the Activities and **ACCEPT THOSE RISKS ENTIRELY AT THEIR OWN LEGAL RISK.**

WAIVER AND RELEASE

5. The Participants hereby **WAIVE ANY AND ALL CLAIMS** which they may have against the Operator and the Employees and **RELEASE THE OPERATOR AND THE EMPLOYEES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by the Participants as a result of their participation in the Activities **DUE TO ANY CAUSE WHATSOEVER**, including without limitation **NEGLIGENCE** on the part of the Operator or the Employees. The Releasors **PROMISE NOT TO SUE** the Operator or any of its Employees with respect to any such injury, death, property damage, or other loss.

6. The Releasors each understand that this Agreement applies whether the Operator is at fault or not and it limits the liability of the Operator's Employees to the same extent as it limits the liability of the Operator. The Releasors each understand that the Operator, in securing execution of this Agreement by me, is acting as agent on behalf of the Operator's Employees who shall be deemed to be parties to this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PROMISE NOT TO SUE THE OPERATOR OR THE EMPLOYEES.		
Name	Signature	Date

INDEMNITY

-- THIS PART MUST BE COMPLETED IF ANY PARTICIPANT IS LESS THAN 18 YEARS OLD --

7. By signing below the undersigned (the **"Responsible Adult"**) represents and warrants that the Responsible Adult is legally entitled to consent to the participation in the Activities of each of the Participants who are younger than **18** years old (the **"Minor Participants"**) and hereby gives that consent. The Responsible Adult confirms the representations, warranties, covenants, acknowledgements, releases, and assumption of risk by the Minor Participants set out above for and on behalf of the Minor Participants, whether this Agreement is signed by the Minor Participants or not.

8. In consideration of the Operator allowing the Minor Participants to use the Facilities or participate in the Activities at the request of the Responsible Adult, the Responsible Adult **AGREES TO INDEMNIFY** the Operator and the Employees from and against any and all liability, loss, damage, claims, suits, and expenses of any kind, including any action under the *Fatal Accidents Act*, the *Occupiers' Liability Act*, or similar legislation, incurred by or asserted against the Operator or the Employees and their respective successors and assigns relating to or arising out of the use of the Facilities or participation in the Activities by the Minor Participants or any of them. The Responsible Adult further **AGREES TO INDEMNIFY** the Operator and the Employees against any and all legal costs on a solicitor-and-own-client full-indemnity basis which may be incurred in defending any lawsuit or claim that any Minor Participant may bring against any of them.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PROMISE TO PROTECT THE OPERATOR AND ITS EMPLOYEES FROM CLAIMS MADE BY CHILDREN UNDER MY CARE		
Name of Responsible Adult	Signature	Date