

## Waiver and Release

**TO: 2542649 ONTARIO INC. O/A DINOLAND AND DINOLAND FAMILY FUN CENTRE (hereinafter referred to as "Dinoland")**

I, the undersigned, hereby acknowledge and agree that this is a waiver and release of liability against any claims I may have now, or in the future, against Dinoland. I confirm that I am required to sign it in order to participate in play at Dinoland. Upon signing this agreement, I confirm that I hereby save harmless, and release, against and discharge Dinoland or anyone associated with Dinoland such as its agents, owners, shareholders, directors, partners, employees, officers, volunteers, manufacturers, participants, lessors, its subsidiaries, related and affiliated entities, successors and assigns (the Released Parties) for injuries, losses, claims, liability, damages, actions, causes of actions which I may suffer while using Dinoland facilities. In short, I acknowledge I cannot recover any money from Dinoland or the Released Parties if I, or my child is hurt emotionally or physically while participating in activities at Dinoland.

### **Release of Liability, Waiver of Claims, Assumption of Risk, Covenant Not to Sue and Hold Harmless Agreement**

I acknowledge that by executing this waiver and release that I hereby bind myself and the participant as well as his or her heirs, executors, dependents, beneficiaries and assigns, including but not limited to spouses and domestic partners. By signing this agreement, I agree I am signing on behalf of the persons listed below and my signature shall be considered binding upon them.

**You will not be allowed to participate in any activities at Dinoland without this signed waiver.**

I understand that signing this document will prevent me, my heirs, executors, dependents, beneficiaries, and assigns from suing Dinoland, its officers, directors, members, shareholders, employees, agents or guests for any injuries including death and paralysis, or damages that I might receive while participating in any activities at Dinoland.

**Assumption of Risk:** By using the equipment and facility, I assume all risks, whether known or unknown, of injury, including death, disability, illness or damage to my property. Under no circumstance will Dinoland take responsibility for any lost, missing, or stolen personal property or otherwise and no monetary compensation is possible, and that I am solely responsible for safely securing my possessions.

**Release of Liability, Waiver of Claims, Assumption of Risk and hold harmless agreement** is given in consideration for my participation. I recognize that Dinoland could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use Dinoland facilities, I release Dinoland and anyone associated with Dinoland, including without limitation its officers, directors, staff, agents, guests and their third parties as well as the released enumerated elsewhere in this document, from all liability, and knowingly, intentionally and voluntarily waive all claims, demands or causes of action of any kind whatsoever, including but not limited to claims of negligence, which may arise as a result of my participation in Dinoland facilities or equipment.

**Covenant not to sue** is given in consideration for my participation and use of Dinoland environment and facilities. I will not sue or commence action against Dinoland or anyone associated with Dinoland, including without limitation its officers, directors, employees, guests as well as the released parties enumerated elsewhere in this document, for any injuries, illness, death, damages or other relief that I may claim that arise out of my participation in Dinoland facilities or equipment.

**Code of Conduct:** I agree to follow and abide by the rules set forth by Dinoland and use good judgement and act in a responsible manner to ensure safety for myself, child and those I am responsible for. I understand that it is my sole responsibility to supervise every activity of my child while in the facility of Dinoland.

**The laws of the Province of Ontario shall govern this Agreement.**

**Severability:** If for any of this Agreement is found to be unenforceable, the remaining portions shall remain in full force and effect.

**I am fully aware of the content of this Agreement and release and have read and understand all the terms, and I am executing this waiver voluntarily. The terms of this Agreement bind me, my family (including but not limited to spouses and domestic partners) heirs, executors, administrators, dependents, beneficiaries and assigns.**

Date: \_\_\_\_\_

Participant Names: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_