

# Nerf Gun Party Participation, and Liability Release and Waiver

DATE OF PARTY \_\_\_\_\_ NAME OF BIRTHDAY KID/HOST \_\_\_\_\_

CIRCLE ONE ARE YOU GUEST OR ARE YOU THE HOST

FULL NAME OF PARTICIPANT (first, middle, last): \_\_\_\_\_

FULL NAME OF PARENT/GUARDIAN \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

BIRTHDATE OF PARTICIPANT (month, day, year): \_\_\_\_\_

EMAIL (we will not give this to any outside party) \_\_\_\_\_

CELL # \_\_\_\_\_ OTHER # (CIRCLE: home / work) \_\_\_\_\_

Signed at Calgary, Alberta

## READ CAREFULLY BEFORE SIGNING

I, \_\_\_\_\_ of the City of \_\_\_\_\_ agree as follows:

1. I understand that my attendance and participation in any Nerf Gun Party offered by Canuckles Canada Inc ("Canuckles") which focuses on recreational fun for all ages using toy projectile weapons referred to as "guns" must be used within respect of knowing the limitations of rough play. All participants must be sufficiently self aware in order to participate and attend the Nerf Gun Party without injury or illness. I must notify the supervisor of any injury occurring during a Nerf Gun Party and I fully understand that Canuckles is not responsible for injury if one presents itself.
2. I understand that Canuckles reserves the right to cancel, suspend, amend or terminate my participation and or attendance in any Nerf Gun Party provided by Canuckles at any time, at their sole and absolute discretion, if any factor interferes with the ability of the participants to safely participate in the Nerf Gun Party. I understand that, in the event that I am unable to participate during the time of the Nerf Gun Party I will not be entitled to a refund of my fees.
3. In consideration of being permitted to participate in the Nerf Gun Party offered by Canuckles, intending to be legally bound, I do hereby, for myself, and my heirs, executors, and administrators:
  - (a) waive, release and forever discharge any and all rights or claims for damages which may have or which hereafter accrue to me against any all persons, organizations, and legal entities affiliated with and, including the employees, shareholders, officers and directors of Canuckles, and as a whole, together with their representatives, officers, agents, employees, successors, assigns, and sponsors, for any and all damages

which may be sustained or suffered by me in conjunction with my entry in, and/or arising out of my participation in, and attendance for a Nerf Gun Party provided by Canuckles.

- (b) INDEMNIFY Canuckles and all persons, organizations, and legal entities affiliated with and, including the employees, shareholders, officers and directors of Canuckles from any claims or demands which might be made against Canuckles and all persons, organizations, and legal entities affiliated with and, including the employees, shareholders, officers and directors of Canuckles arising out of or in consequence of my participation in a Nerf Gun Party provided by Canuckles.
  - (c) ASSUME FULL RESPONSIBILITY AND ALL LIABILITY for my actions or omissions, and any loss, injury or damage to any persons or property which results from my actions or omissions, whether negligent or otherwise, in connection with my participation in the Nerf Gun Party provided by Canuckles.
  - (d) ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Nerf Gun Party provided by Canuckles whether caused by NEGLIGENCE or otherwise.
  - (e) Acknowledge that THE ACTIVITIES OF THE Nerf Gun Party provided by Canuckles could if abused cause injury. INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF CANUCKLES.
- 4. I accept full responsibility for any item or device loaned to me for the purposes of the Nerf Gun Party provided by Canuckles, and commit to return same in working order.
  - 5. Any and all references in this Participant Release and Waiver to "Canuckles" shall be deemed to include any and all of Canuckles's affiliates, subsidiaries, related entities, licensees, employees, successors, agents and assigns.
  - 6. If any provision of this Agreement is void or unenforceable in any jurisdiction, it is severed, to the extent of such invalidity or unenforceability only in respect of that jurisdiction. The remainder of this Agreement has full force and effect and the validity and enforceability of that provision in any other jurisdiction is not affected. This is the entire agreement between me and Canuckles and this Agreement may not be modified or changed unless both parties agree to the contrary in an agreement signed by both parties. Section numbers and headings used in this Agreement are for convenience only and shall affect the interpretation or construction of this Agreement.
  - 7. The terms of the Agreement shall be governed by the laws of the Province of Alberta applicable therein, without regard to conflict of laws and it is agreed that I will submit to the exclusive jurisdiction of the courts of the Province of Alberta.
  - 8. I acknowledge that this Participation Release and Waiver, when completed, must be submitted prior to my participation in the Nerf Gun Party.

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I HAVE READ THIS PARTICIPATION, AND LIABILITY RELEASE AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Signature of Guardian (if participant is under 18): \_\_\_\_\_