



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

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

In consideration of **MOONBEAM BOOKS INC.**, a corporation incorporated under the laws of Canada (the "Company") permitting the individual named below ("I" or "me") to participate in physical adventure games in which participants are in a room or other physical space and have to use elements of the room or physical space to overcome physical obstacles to solve a series of puzzles and escape within a set time limit (the "Activities"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

- 1. ASSUMPTION OF RISKS.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.
- 2. Release.** I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage, arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.
- 3. Indemnification.** I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities.
- 4. Miscellaneous.** This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

I certify that I have no physical or mental illness that precludes my participation in the Activities for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. I agree that all staff or authorized agents may, at their sole discretion, determine it unsafe for myself or others for my participation to continue, remove me from the premises by their authorization or any lawful means. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

PARTICIPANT'S NAME:

ADDRESS:

EMAIL ADDRESS:

If Participant is a minor, I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

PARTICIPANT or PARENT/LEGAL GUARDIAN SIGNATURE:

DATE:
