

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

1) I, the undersigned, am 18 years of age, and have retained the services of Partycade with respect to the provision of video game party services (the "Services") to myself, my guests and my invitees (the "Participants"). I am executing this waiver of liability and assumption of risk as a condition of, and in consideration for, my own participation and that of the Participants in the Services provided by Partycade. I understand that I may have the other Participants execute this Waiver and thereby those signing Participants shall become jointly and severally liable with myself; however, should I not have the other Participants execute this Waiver than I and such other signatory Participants shall alone bear the responsibility and obligations set forth in this Waiver. I understand that engaging the Services of Partycade may expose me to a variety of risks from activities that are part of the Services. Such risks include, but are not limited to: damage or destruction of my personal property or the personal property of others, injury or death to myself or other Participants. During the rendering of the Services, I agree and warrant that if, at any time, I or any other Participant feels anything to be unsafe, we will promptly advise Partycade and will discontinue such activity.

2) By signing below, I hereby:

A) ACKNOWLEDGE THAT I FULLY UNDERSTAND THE RISKS OF PARTICIPATING IN PARTYCADE'S SERVICES, AND THAT SUCH PARTICIPATION IS POTENTIALLY DANGEROUS, AND ASSUME ALL OF THE RISKS (WHETHER OR NOT SPECIFICALLY DESCRIBED HEREIN) ARISING FROM, OR RELATED TO, ANY PARTICIPANTS' PARTICIPTION IN PARTYCADE'S SERVICES, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF PARTYCADE AND ANY OF THOSE ORGANIZING, PLANNING, SPONSORING, OFFICIATING, OBSERVING OR ASSISTING WITH PARTYCADE'S SERVICES OR THEIR RESPECTIVE AGENTS (PARTYCADE'S ORGANIZERS), OTHER PARTICIPANTS, OR OTHERWISE.

B) RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PARTYCADE'S ORGANIZERS AND EACH OF THEM FOR ANY AND ALL LIABILITY TO ME AND OTHE OTHER PARTICIPANTS, AND OUR RESPECTIVE FAMILY MEMBERS, PERSONAL REPRSENTATIVES, EXECUTORS, ADMINISTRATORS, ASSIGNS, HEIRS, NEXT OF KIN AND SUCCESSORS FOR ANY LOSS, DAMAGE, CLAIM OR DEMAND MADE ON ACCOUNT OF INJURY TO ME, ANOTHER PARTICIPANT, MY PROPERTY OR PROPERTY OF ANOTHER PERSON OR RESULTING IN MY DEATH OR THE DEATH OF ANOTHER PARTICIPANT, ARISING FROM, OR RELATED TO PARTICIPATION IN, OR TRANSPORTATION DURING OR TO OR FROM, PARTYCADE'S SERVICES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF PARTYCADE'S ORGANIZERS, OTHER PARTICIPANTS, OR OTHERWISE.

C) INDEMNIFY, DEFEND AND HOLD HARMLESS PARTYCADE'S ORGANIZERS AND EACH OF THEM FROM ANY COSTS AND LIABILITIES OF INJURY, DAMAGE OR DEATH ARISING FROM OR RELATED, DIRCTLY OR INDIRECTLY, TO PARTICIPATION IN PARTYCADE'S SERVICES INCLUDING, WITHOUT LIMITATION, ANY PARTICIPANT'S OR THIRD PARTY'S PRESENCE IN THE AREA WHERE PARTYCADE'S SERVICES ARE BEING PROVIDED, ANY ACT OR OMISSION ON THE PART OF A PARTICIPANT, AND ANY BREACH OF ANY AGREEMENT OR WARRANTY SET FORTH HEREIN, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY PARTYCADE ORGANIZERS, OTHER PARTICIPANTS OR OTHERWISE.

D) I HAVE OBTAINED THE PERMISSION OF ALL PARENTS / GUARDIANS OF PARTICIPANTS UNDER THE AGE OF EIGHTEEN SHOULD THEY PARTICIPATE OR VIEW ANY (M) RATED VIDEO GAMES, OR ALTERNATIVELY I WILL ACCEPT FULL RESPONSIBILITY FOR PRECLUDING SUCH PARTICIPANTS FROM VIEWING AND PARTICIPATING IN SUCH (M) RATED VIDEO GAMES.

3) I understand that at this event or related activities, the Participants may be photographed. I have advised the Participants thereof and they have agreed to allow their photo, video or film likeness to be used for any legitimate purpose by Partycade's Organizers.

4) I hereby consent, and have received the requisite consent of the other Participants, to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this event.

5) I understand and agree that this waiver of liability and assumption of risk shall be governed by and construed in accordance with the laws of the Province of Ontario, and that it is intended to be as broad and inclusive as permitted under such laws. If any portion of it is held to be invalid, I agree that the remaining terms shall continue to be in full legal force and effect.

6) I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK CAREFULLY. I UNDERSTAND THAT BY SIGNING BELOW I AM ASSUMING ALL RISK ASSOCIATED WITH MY PARTICIPATION IN PARTYCADE'S SERVICES, AND THAT I AM RELEASING, INDEMNIFYING AND HOLDING HARMLESS PARTYCADE'S ORGANIZERS FROM ANY LIABILITY. I AM SIGNING THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK OF MY OWN FREE WILL.

Responsible Participant [sign name]

Responsible Participant [print name]

*Please add additional pages for the signatures of all other Participants over the age of Eighteen (or that of a parent / guardian if the Participant is not over the age of Eighteen) who agree to be bound by the terms and conditions of this Waiver of Liability and Assumption of Risk.

Please return with signature to Partycade.

PARTYCADE
info@partycade.com
1-877-606-2111
www.partycade.com