



## WAIVER, RELEASE AND INFORMED CONSENT

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING ANY ACCIDENT**

**PLEASE READ CAREFULLY!**

To: SideQuests Adventures Inc. ("SideQuests")

I understand and agree to the following:

1. I consent to me or my child entering the SideQuests premises and participating in any puzzles and all related activities (collectively, the "Activities"), **I HEREBY WAIVE ANY AND ALL CLAIMS** that I or my child have or may in the future have against, and release from all liability and agree not to sue, SideQuests, its employees, directors, servants, agents and representatives for any personal injury, death, property damages, health care costs, theft or other loss of any kind, including economic loss, that I or my child might sustain as a result of or in any way connected to my or my child's participation in the Activities **DUE TO ANY CAUSE WHATSOEVER** including, but not limited to:
  - (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances) or gross negligence. **I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF SIDEQUESTS OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES;**
  - (b) breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation;
  - (c) breach of any contract; and
  - (d) mistakes or errors in judgment or any kind on the part of SideQuests.
2. **I ACKNOWLEDGE** that there are inherent risks in my or my child's participation in the Activities. I do hereby assume all responsibility for my or my child's participation in the Activities.
3. **I DECLARE MYSELF OR MY CHILD TO BE PHYSICALLY SOUND** and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my child's participation in the Activities.
4. **I AM AWARE THAT PARTICIPATION IN THE ACTIVITIES INVOLVES RISKS, HAZARDS, AND DANGERS. I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS** associated with my or my child's participation in the Activities, including the possibility of personal injury, death, property damage, or other loss resulting therefrom. I accept full responsibility for my or my child's participation in the Activities by exercising my judgment, based on my own experience and competence.
5. **MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES IS PURELY VOLUNTARY** and I elect to have myself or my child participate in the Activities in spite of the risks. I willingly accept these risks and agree to the terms of this Waiver and Release even if SideQuests is found in law negligent, grossly negligent or in breach of a duty of care or any other obligation to me or my child in their coordination and hosting of the Activities or otherwise.

