

ATTENDEE AGREEMENT

RE: _____
[Name of Participant]

The following agreement is given in consideration of your (or your participating child's) attendance at the facility of Jack's Urban Jungle Inc. (the "**Facility**") and participation in the activities thereon, including without limitation, bungee, zipline, aerial challenge, the tree, pole walk, face off, cargo net, air bag jump, zorbing, adrenaline rush, slack line, running track, little jacks, climbing, running, walking and observing the foregoing (collectively, the "**Activities**").

"**Jack's**" hereinafter refers to Jack's Urban Jungle Inc. and its affiliates, employees, volunteers, independent contractors, shareholders, officers, directors and agents.

WAIVER OF LIABILITY, RELEASE FROM CLAIMS AND INDEMNITY FROM CLAIMS

Risks

You agree that your (or your participating child's) attendance at the Facility and participation in the Activities carries certain inherent risks. Without limiting the generality of the foregoing, you acknowledge that:

1. **Physical Risk.** Participation in the Activities comes with physical risks that can result in serious bodily harm, permanent disability or death.
2. **Medical Facilities.** Medical facilities and services may not be available at the Facility in the event of an injury.
3. **Loss or Damage to Property.** Attendance at the Facility may result in theft or loss of or damage to property.
4. **Supervision.** Attendance at the Facility will occur in a group setting and as a result, supervision cannot be provided for me or the other guests at all times. You understand that the conduct of other guests at the Facility may result in physical harm to you or your child.
5. **Use of Equipment.** You may make use of certain equipment belonging to, used by and/or maintained by Jack's (the "**Equipment**"). Although Jack's endeavours to maintain the Equipment in good working order, breakdowns and failures of the Equipment can occur due to normal wear and tear, manufacturer defects or misuse.

Limitation of Liability and Release

Acknowledgement and Assumption of Risk. You understand and have carefully considered the risks involved in your (or your participating child's) attendance at the Facility, participation in the Activities and use of the Equipment. You accept all such risks and assume full responsibility for any loss, injury or damage to you, your child, your family or your dependants arising in connection with your (or your participating child's) attendance at the Facility, participation in the Activities and use of the Equipment. You confirm that you have your own insurance appropriate to you and your family's needs in respect of such loss, injury or damage.

Physical Fitness. You acknowledge that the Activities require physical exertion and are not safe for people that are pregnant, have a heart condition or have any physical injury or impairment. You represent and warrant to Jack's that you (or your participating child) are medically fit to participate in the Activities and agree that you shall promptly notify Jack's in the event of any new medical conditions arising or any change in your (or your child's) medical condition prior to any subsequent visits to the Facility or participation in the Activities.

Release from Claims. You agree that you will not sue Jack's with respect to, and you hereby forever release Jack's from, any loss, injury or damages, whether direct or indirect, incurred by you (or your child) in relation to the Facility and the Equipment, including without limitation:

- (a) personal injury, permanent disability or death;
- (b) any emotional distress;
- (c) any loss of services, financial support, aid consortium or companionship; and
- (d) any damage to or loss of property

in each case, even if caused, in whole or in part, by the conduct, including the negligence, of Jack's; except where such loss, injury or damage is caused by gross negligence or fraudulent conduct on the part of Jack's, in which case you may sue only Jack's Urban Jungle Inc. in respect of that conduct.

Indemnity from Claims. You further agree that you will indemnify Jack's in respect of any claims for loss, injury or damage made by: i) your family members, dependants or heirs, or ii) third parties, against Jack's in relation to your attendance at the Facility and use of the Equipment, except where the loss, injury or damage is caused by the gross negligence or fraudulent conduct on the part of Jack's.

Indemnity of Participating Child. You will indemnify your participating child for any loss, injury or damage suffered in connection with your child's attendance at the Facility, participation in the Activities and use of the Equipment. In addition, you will indemnify Jack's in respect of any claims for loss, injury or damage made by: i) your child; ii) your family members, dependants or heirs, or iii) third parties, against Jack's in relation to your child's attendance at the Facility, participation in the Activities and use of the Equipment, except where the loss, injury or damage is caused by the gross negligence or fraudulent conduct on the part of Jack's.

Binding Agreement, Choice of Law and Waiver of Jury Trial. You agree that Jack's Urban Jungle Inc. is the trustee of the respective rights of Jack's under this agreement. You intend that this Attendee Agreement will be binding on all members of your family, dependants, estate, heirs, successors and legal personal representatives. You agree that any claim or dispute arising out of or relating to this Attendee Agreement, or its interpretation, the Facility, Equipment or your use of the Equipment, or your relationship with Jack's will be resolved exclusively in the courts of the Province of Ontario and will be governed exclusively by Ontario law. In the event of any cause of action brought by you or by Jack's with respect to any matter hereunder, you hereby waive your right to a jury trial.

Term of Agreement. The terms of this Attendee Agreement shall survive in perpetuity.

Severability. Any provision of this Attendee Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Attendee Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Independent Legal Advice. You agree that this Attendee Agreement is available on Jack's website. You confirm that you have been advised to and have had an opportunity to obtain independent legal advice with respect to this Attendee Agreement and that your attendance at the Facility and participation in the Activities is voluntary.

TERMS OF USE

You further agree to abide by these Terms of Use and any additional rules made from time to time by Jack's relating to the Facility or the Activities.

Safety

1. Attendance at the Facility and participation in the Activities are at the participant's own risk. Participants must be physically and mentally fit to participate in the Activities.
2. Safety orientations are mandatory for Aerial Challenge Course, Zipline and Auto-Belay Climbs.
3. Aerial Challenge Course: No more than 2 participants may be on a platform or a single obstacle at once. Participants must remain attached to safety cables by at least 1 carabiner when changing safety lines and by 2 carabiners at all other times. Walking underneath the Aerial Challenge Course is prohibited.
4. Ziplines: Only one person may be attached to a zipline at a time.
5. Participants shall abide by instructions of Jack's Staff and Facility signs at all times.
6. No horseplay or running (except on the running track) in the Facility is allowed.
7. No outside food or drinks are allowed in the Facility.
8. No person may not participate in any Activity if he/she exceeds the applicable maximum weight capacity:

Activity	Maximum Weight Capacity
Ultimate Bungee Trampoline; Adrenaline Rush 2	200 lbs
Double Zip Line	250 lbs
The Tree, Face Off Wall, Leap of Faith, Cargo Net Climb, Pole Walk, Slack Line, Big Air Bag, Aerial Challenge Course, Zorbing Ball	300 lbs

Expulsion from Facility. You acknowledge that Jack's may revoke you or your child's access to the Facility or any Activities if in Jack's sole judgment, you or your child could impede or endanger operations at the Facility or the welfare or enjoyment of any persons at the Facility.

Age Restrictions. Any participants under the age of 14 must be accompanied by an adult at all times.

Use of Images and Likeness. You acknowledge that photographs and/or video may be taken of you or your participating child by Jack's at the Facility or during participation in the Activities and consent to the use of your (or your child's) likeness, image, voice, and/or appearance in such photographs and videos. You agree that Jack's shall have ownership of such photographs or videos and may use such photographs or videos, without limitation, for the purpose of promotional or educational materials.

Wristbands. All persons attending the Facility are required to wear a wristband. Any persons without a wristband will be required to leave.

Tickets. Access to the Facility and participation in the Activities will be allowed only during the designated date and time set out on your ticket.

Refunds. Tickets purchased in advance are refundable until 48 hours prior to the admission date, after which they are non-refundable.

Smoking. Smoking is not permitted in the Facility or within 9 meters of the entrances of the Facility.

You agree that you have carefully read the above Attendee Agreement. You understand that this document governs your rights and responsibilities and limits your potential legal remedies and you nevertheless sign it voluntarily and knowingly.

Participant's Name	Participant's Signature	Date (mm/dd/yyyy)
Parent's Name (for minor participants)	Parent's Signature	Date (mm/dd/yyyy)
Witness Name	Witness's Signature	Date (mm/dd/yyyy)