

**INDEMNITY, RELEASE, AND WAIVER OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**TO:** Barbu Demian, operating as a sole proprietorship under the name and style of ‘Saskatoon Blast Party Services’, and their respective employees, officials, agents, volunteers, contractors, sponsors, representatives, and the owner(s) of the lands and facilities in and upon which the Activities (defined below) are conducted (collectively, the “Released Parties”).

**As a participant (and/or guardian/supervisor of a participant(s), if under the age of 18 years) engaging in activities facilitated by the Released Parties, namely, the use of manually operated non-electric water blasters and inflatable PVC bunkers, with sanitized safety eyewear and coloured team jerseys, all provided by the Released Parties for recreational use (collectively, the “Activities”), I fully understand and agree to the following:**

**ASSUMPTION OF RISKS:** In consideration of my participation (and/or the participation of those under the age of 18 years listed below, for whom I am in law, and hereby agree to be, responsible) in the Activities, I understand the nature of such Activities and I confirm that I am (and/or that those under the age of 18 years listed below are) qualified, in good health and proper physical condition to participate in the Activities. I acknowledge that the Activities may result in personal injury and involve various risks, dangers and hazards which all participants are required to assume, including, but not limited to: death, drowning, puncture injuries, muscular injuries, soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, joint dislocation, head injuries, facial injuries, eye injuries, dental injuries; or, injuries resulting from: use of equipment provided by the Released Parties, swimming, walking, running, slipping, and/or falling, and injuries or illness resulting from failure to follow directions from those in charge of the Activities and all related activities, namely the party or parties whom have engaged the services of the Released Parties.

I hereby freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or loss resulting from my participation (and/or the participation of those under the age of 18 years listed below, for whom I am in law, and hereby agree to be, responsible) in the Activities.

**RELEASE:** In consideration of being granted permission to participate in the Activities, I hereby for myself, and my heirs, executors, administrators, those under the age of 18 years listed below for whom I am in law responsible, or any others who may claim on my behalf, agree and covenant not to sue, and hereby waive, release and discharge the Released Parties from any and all claims of liability for personal injury, illness, loss of life, or property damage of any kind or nature, arising out of or sustained in the course of participation in the Activities.

**INDEMNITY:** In consideration of being granted permission to participate in the Activities, I agree to hold harmless and indemnify the Released Parties from any and all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, due to any personal injuries or property damage to any third party arising from my participation, or the participation of those under the age of 18 years listed below, in the Activities.

In entering into this Release & Waiver of Liability **I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASED PARTIES** with respect to the safety of the Activities other than what is set forth herein.

***I HAVE READ AND UNDERSTAND THIS RELEASE & WAIVER OF LIABILITY PRIOR TO SIGNING IT, AND AM AWARE BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ESTATE, AND ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES.***

**BY SIGNING THIS DOCUMENT, I WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**DATED** \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Saskatchewan.

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

\*And as Legal Guardian for the Participants Named Below:

Name: \_\_\_\_\_

**[CONTINUE ON BACK OF PAGE IF MORE SPACE NEEDED]**