



OZ Dome – WAIVER AND RELEASE OF LIABILITY AGREEMENT

**Warning! By signing this document, you will waive certain legal rights, including the right to sue.
Please read carefully.**

In consideration of OZ Optics Limited and OZ Merchandising Inc. (collectively, “**OZ**”) allowing me to participate in events, leagues, and/or soccer, sport or other activities at the OZ Dome Indoor Soccer Facilities (the “**Facilities**”), or to rent or use space at the Facilities for any purpose, including but not limited to recreational sports games, parties, or other events, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in future have against OZ, its directors, officers, shareholders, employees, agents, volunteers, independent contractors, subcontractors and representatives (collectively, the “**Releasees**”) and to **RELEASE the RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer, or that my next of kin may suffer, as a result of my participation in any events or activities at the Facilities, due to any cause whatsoever, including **NEGLIGENCE, BREACH OF CONTRACT, MISTAKES OR ERRORS IN JUDGEMENT OR BREACH OF ANY DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS’ LIABILITY ACT ON THE PART OF THE RELEASEES, AND ALSO INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENTS OR ACTIVITIES I CHOOSE TO PARTAKE IN.**

I further acknowledge and agree:

- a) That my health and physical condition is appropriate for the events or activities I choose to partake in;
- b) That I am fully aware of the risks, dangers and hazards associated with the events or activities I choose to partake in, including, but not limited to, physical contact with other participants, spectators, equipment and fixtures, the exacerbation or triggering of pre-existing health conditions, and injury to virtually all bones, joints, ligaments, muscles, tendons and other parts of my body or to my mental health and general well-being;
- c) That the Releasees are not responsible for any property or other items brought into or onto the Facilities at any time;
- d) That I am solely responsible for my safety and the safety of my children or any other minors brought onto the Facilities by me or for whom I am otherwise responsible for supervising;
- e) To **ASSUME ALL RISKS** of injury to me, **my children or other minors for whom I am responsible** arising from or related to any event or activity at the Facilities, whether occurring before, during or after such event or activity;
- f) To **INDEMNIFY AND HOLD HARMLESS** the Releasees **from any and all liability for any property damage or personal injury to myself and any other person** resulting from or related to my participation in events or activities at the Facilities;
- g) That the terms of this waiver and release will be binding on my heirs, next of kin, executors, administrators and assigns; and
- h) That OZ may use any photos taken of me for promotional purposes.

I further acknowledge that **I have read, understand and agree to be bound by the terms of this waiver and release** and that I am signing it voluntarily.

Dated this _____ of _____, _____
Day Month Year

Agreed by: _____
Print Name Date of Birth (YYYY/MM/DD) Signature