

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT

By signing this document you waive many legal rights, including the right to
sue. PLEASE READ CAREFULLY

TO: 1189181 B.C. LTD. (Doing business as Influence Boardshop),
3954 Quadra Street
Victoria, BC, Canada V8X 1J6
Phone: (778) 440-5050
(Hereinafter referred to as the "Boardshop")

Customer information:

Address: Postal Code:

City: Phone:

Emergency Contact: Emergency Contact Phone No.:

Age: Email:

ASSUMPTION OF RISKS

The undersigned, being at least 19 years old and of full capacity is aware that skateboarding, bike riding, scootering and roller-skating involve many risks, dangers and hazards including but not limited to: collision or contact with other skateboarders, bike riders, scooter riders or roller skaters; collision or contact with any of the infrastructures found within the indoor half pipe/ramp area, including but not limited to piping, conduits, sprinkler heads, light fixtures, walls, ceilings, bikes, skateboards, scooters, cards, street hazards, and any and all appurtenances and attachments: the failure to skateboard safely, to ride bikes safely, to ride scooters safely or to ride roller-skates safely or within one's own ability or within the designated areas of the indoor half pipe/ramp or on the streets; negligence of other skateboarders, bike riders, scooter riders or roller-skaters; and negligence on the part of the professional sports coach, shareholders directors, employees, contractors or its staff including the failure on the part of the Boardshop training area operator or its staff to safeguard or protect me from the risks, dangers and hazards of skateboarding and bike riding. The Customer represents that it does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Customer from safely participating in the sports and activities offered by the Boardshop.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH SKATEBOARDING, BIKE RIDING, SCOOTER RIDING, AND ROLLER-SKATING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

In consideration of the Boardshop permitting me to use the indoor half-pipe and ramp and other facilities hereinafter referred to as the "Facilities", I HEREBY AGREE AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Boardshop, and its directors, officers, employees, agents and representatives, sponsors, successors, and assigns (all of whom are hereinafter collectively called "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 resulting from either my use or my presence on the Facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER LIABILITY ACT, R.S.B.C 1996 c 337 ON THE PART OF THE

RELEASEES AND ALSO INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKATEBOARDING, BIKE RIDING, SCOOTER RIDING, AND ROLLER-SKATING REFERRED TO ABOVE.

2. To wear a helmet whenever using the indoor half pipe/ramp facilities:

Initials _____

3. Photo release

Materials That may be captured and used with the understanding that the content or theme thereof will be used only with consent of a person or persons of the age of minority.

Initials _____

4. To strictly comply with all rules and regulations formulated by the Boardshop from time to time, especially the absolute prohibition of alcohol and drug use and "horseplay" while using the half pipe/ramp facilities.

5. The Boardshop reserves the exclusive right to:

- a. Refuse access to Lessons or the indoor half pipe/ramp facilities to anyone it deems to be a potential safety threat, and;
- b. Forthwith eject any irresponsible or unsafe user of the indoor half pipe/ramp facilities and forbid the user from future use of the said half pipe/ramp facilities

6. This Agreement shall be effective and binding upon my heirs, executors, administrators, successors and assigns, and representatives, in the event of my death or incapacity;

7. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

8. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

9. In entering this Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of skateboarding, bike riding, scooter riding or roller skating other than what is set forth in this Agreement.

10. If the Customer is under the age of 19 years, the undersigned parent or guardian hereby consents to the use of the Facilities by the Customer and agrees to release, indemnify and hold harmless the Boardshop and its successors and assigns from any claim for damages hereby released.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SIGNATURE OF PARENT OR GUARDIAN IF USER IS A MINOR

NAME OF PARENT OR GUARDIAN (PLEASE PRINT)