

Name of Participant: \_\_\_\_\_

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

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

**AWARENESS AND ASSUMPTION OF RISK**

I am aware that my attendance to and/or use of the skating rink and any related equipment, facilities and activities (collectively, the "Activity") being offered by Southcentre Mall in collaboration with Feel Good Events Inc. and Biggies Roller Rink Inc. involves risks, including risk of personal injury, death, property damage, expense and related loss. Additional risks include negligence on the part of Oxford Properties Retail Holdings Inc., Oxford Properties Retail Holdings II Inc., OPGI Management GP Inc., OPGI Management Limited Partnership, Feel Good Events Inc. and Biggies Roller Rink Inc and their respective assignees and mortgagee's (collectively, the "Parties") and the Parties' directors, officers, employees, representatives, and agents. I voluntarily accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss. I also declare that I am physically fit to participate in the Activity.

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

I, \_\_\_\_\_, hereby agree (or agree on behalf of \_\_\_\_\_):

1. To waive any and all claims that I have now or may have in future against the Parties as a result of my participation in the Activity.
2. To release the Parties from any and all liability for any personal injury, including contraction of COVID-19, death, property damage, expense and related loss that I, my next of kin, my heirs, my executors, my administrators or my assigns may suffer as a result of my participation in the Activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify the Parties from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE PARTIES. I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Participant's, or Participant Guardian's if under 18 years of age  
Signature