



**ThriveKids™ & Co.**  
Mind. Body. Character.

# Liability Waiver

**PLEASE READ CAREFULLY BEFORE YOU SIGN THE WAIVER**

**ThriveKids Inc.[Programs, classes, exercise circuit, and outdoor activities]**

## **Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnification Agreement.**

By signing this waiver document, you will waive certain legal rights, including the right to sue.

Nature of Activity: ThriveKids Inc. is an after school and weekend program which offers clients the opportunity to participate in a number of recreational activities including, but not limited to, exercise or circuit related activities, gymnastics like activities, soft play activities, jumping, obstacle course, outdoor exploration, light kids parkour-like exercises, dance and movement programs, kids strengthen and conditioning class, balancing activities, yoga, after-school programs, school trips, parent-tot programs, preschool programs related to fitness, music and arts, summer/winter/holiday and PA day camps, high school and university programs and fitness and other programs for special-needs children. These activities may have health benefits including, but not limited to, improved physical fitness, encourage healthy competition, increased self-confidence and provide an enjoyable time in a safe environment.

Various activities provided at ThriveKids Inc. (at its location in Toronto and the GTA), range from very mild to strenuous activity and like all physical activities, involve some risk of injury. While it is impossible to eliminate all risk and possibility of Injury, ThriveKids Inc. has designed the facility with safety in mind; has trained supervisors on duty; complete and thorough background checks on all employees; provides activity-based safety instructions on the ninja warrior obstacle course, rock climbing and during other activities; display of signs communicating playground safety information, rules and policies; implementing strict rules and regulations that focus on safety throughout the facility.

## **Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnification Agreement**

In CONSIDERATION OF permission to use ThriveKids Inc. property, facilities, and services, and for other good and valuable considerations, the sufficiency and acceptance of which is hereby acknowledged, to the extent permitted by law, by signing this Waiver, today and on all future dates. I, on behalf of myself and/or the minor listed below and their parent/legal guardian, acknowledge and agree to the following:

I understand and acknowledge that participation in ThriveKids Inc. games & activities and use of equipment involves known and unforeseen risks that could result in physical or emotional injury, paralysis, death or damage to myself and/or the minor, my and/or the minor's property, ThriveKids Inc.'s property, the Host's property and to third parties. The risks include, but are not limited to, muscle strains/sprains; bruises; minor cuts; abrasions and contusions; broken bones; ligament and joint injuries; concussions, eye injury and other serious injuries that could result in brain injury; paralysis; heart attack, and death.

The risks involved in using Ninja Warrior Obstacle Course, Rock Climbing and Soft Play equipment and other games & activities include, among other things, injuries caused due to: colliding with or landing on other participants, attempting to climb, do flips, swing and jump beyond participant's capacity; erratic behavior; overexcited participants; unexpected equipment failure and supervisory or judgment error by supervisory staff. While it is impossible to eliminate all risk and possibility of injury, ThriveKids Inc. seeks to create a safe environment for all participants and non-participants but they are not infallible. The employees/staff at ThriveKids Inc. might be unaware of my and/or the minor's health or abilities; might give incomplete warnings or instructions that might result in unforeseen risks and injuries. Traveling to & from ThriveKids Inc. location raises the possibility of any manner of transportation accidents.

I, on behalf of myself and/or the minor, children/ward/guest, understand and expressly agree to have read the above paragraphs and know and acknowledge that ThriveKids Inc.'s activities contain risks and that participating in such activities may result in any type of injury/injuries as mentioned above. I, on behalf of myself and/or the minor, children/ward/guests, hereby assert that my and/or the minor's participation, children/ward/guest's participation is voluntary and that I on behalf of myself and/or the minor, knowingly assume all of the risks existing in the activities at ThriveKids Inc. playground.

I, on behalf of myself and/or the minor, my dependents, heirs, executors, successors, assigns and personal representatives, hereby waive any and all claims of any kind or nature which I may have against ThriveKids Inc., their Host, their affiliates and subsidiaries, and all of their respective owners, directors, officers, employees, agents, independent contractors, equipment providers, marketing partners, volunteers, representatives, successors and assigns (collectively, the "Released Parties") in connection with any claims, suits, costs, (including legal fees), demands, damages, actions, or causes of action whatsoever including, without limitation, any liability for bodily injury, illness, death, economic loss, and property damage, which may arise directly or indirectly from or in connection with my participation in ThriveKids Inc. games and activities in any location, even where such claims result from the negligence of the Released Parties (collectively, "Claims"). I, on behalf of myself and/or the minor, hereby undertake and agree that I will not bring any legal proceeding in any court or tribunal asserting any such Claims against any of the Released Parties. I, on behalf of myself and/or the minor, hereby agree to indemnify and hold the Released Parties harmless from any and all such Claims.

I understand and acknowledge that in case I am and/or the minor, children/ward/guest are is injured while at ThriveKids Inc. and/or at any location, medical assistance would be required, which I, on behalf of myself and/or the minor, acknowledge will be at my own expense or expense of my personal Insurer(s). I, on behalf of myself and/or the minor, understand and agree that ThriveKids Inc., the Released Parties shall not be liable and will not pay for any cost or expenses incurred.

I hereby voluntarily release, forever discharge, and agree to hold harmless, defend, and indemnify ThriveKids Inc., its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents and waive any and all claims, that I have or may have in the future against ThriveKids Inc. I hereby release ThriveKids Inc. from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representatives and estate may suffer as a result of my participation in ThriveKids Inc. games and activities in any location.

By signing this waiver, I, on behalf of myself and/or the minor, agree and acknowledge that I, on behalf of myself and/or the minor, am aware of any previous injuries I and/or the minor have sustained. I, on behalf of myself and/or the minor, am aware that by participating in such activity, there is a risk in re-injuring any pre-existing injury and I, on behalf of myself and/or the minor, waive any and all Claims relating thereto. If ThriveKids Inc. deems that I and/or the minor: (a) am/is unable to accept instruction, (b) am/is unable to adhere to safety rules, or (c) behave(s) in an inappropriate or unacceptable manner, participation may be curtailed immediately at the discretion of ThriveKids Inc.

I, on behalf of myself and/or the minor, acknowledge that I have read, viewed or heard the rules central to my participation and/or my child/ children/ward/guest's participation and/or the minor's participant in any activity at ThriveKids Inc. and in any location. I, on behalf of myself and/or the minor, certify that I understand all the rules that have been implemented for the safety of all participants, including myself and/or child/children/ward/guest/the minor at ThriveKids Inc. and at any location.

I, on behalf of myself and/or the minor, further grant ThriveKids Inc. permission to use all photographs, film, audio, or other recording, still or moving, taken of me and/or the minor at the event (the "Content") and to use the Content in any media for any purposes which may include, among others, advertising, promotion, marketing of ThriveKids Inc. their products and services, employee education and training. I agree the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified. I acknowledge and agree that I have and/or the minor has no right to compensation, royalty or payment and acknowledge that the rights to any such photographic and/or video images are solely owned by and the property of ThriveKids Inc. and that I, on behalf of myself and/or the minor, will make no claim for any reason against ThriveKids Inc.

**On behalf of which Children:**

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**Parent Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Witness:** \_\_\_\_\_