

## CONSENT, RELEASE AND WAIVER FORM

BY PARTICIPATING IN THE HALLOWEEN EVENT OR BY ENTERING THE 'EXPÉRIENCE DIRECTION PÔLE NORD OR RELATED ACTIVITIES PROGRAMS, CLASSES, SERVICES (COLLECTIVELY THE "**ACTIVITIES**") THAT ARE PROVIDED, SPONSORED, OR ORGANIZED BY COMPANY AND/OR MORGUARD INVESTMENTS LIMITED AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, AND ASSIGNS (REFERRED TO AS "**WE**", "**US**", AND "**OURS**"), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN, VOLUNTARILY GIVE UP SUBSTANTIAL LEGAL RIGHTS, AND YOU ASSUME ALL RISKS AND LIABILITY RELATED TO OR ARISING FROM YOUR PARTICIPATION IN THE ACTIVITIES. IF ANY PARTICIPANT IS A MINOR (THE "**MINOR PARTICIPANT**"), THE PARENT AND/OR GUARDIAN OF THE MINOR PARTICIPANT HEREBY ACKNOWLEDGES AND CONFIRMS THAT HE OR SHE IS, ON BEHALF OF THE MINOR PARTICIPANT, ACCEPTING THIS RELEASE, AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN, VOLUNTARILY GIVE UP SUBSTANTIAL LEGAL RIGHTS, AND ASSUME ALL RISKS AND LIABILITY RELATED TO OR ARISING FROM THE MINOR PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.

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| THIS IS IMPORTANT - PLEASE READ CAREFULLY |
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1. You are aware and understand that the Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, loss of life, and property damage. You understand and acknowledge that these risks may result from or be compounded by our actions, omissions, or negligence. You knowingly and freely assume all such risks arising out of, associated with, or related to your participation in the Activities, even if caused by or arising out of our actions, omissions, or negligence.
2. You confirm that you are in good physical and mental health, including good physical condition, and do not have any medical or other conditions that would increase the risks of injury or impair your ability to participate in the Activities, and you are not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever).
3. You hereby irrevocably grant us and our agents, affiliates, associates, successors, assigns, employees, and designates (collectively, "**Authorized Persons**") permission to use, reproduce, publish, distribute, modify, make derivative work, and otherwise use and permit others to use any and all photographs and videos, in any medium (collectively, the "**Recordings**"), taken of you in the course of your participation in the Activities for any purpose that we deem appropriate without further consent, royalty, payment, or other compensation to you. You hereby waive any intellectual property, copyright, or moral rights in or related in any way to the Recordings.
4. You, for yourself, and on behalf of your heirs, assigns, personal representatives, and next of kin, hereby expressly waive and release any and all claims, demands, or actions, which you have or may in the future have, against us, and our contractors, subcontractors, officers, directors, employees, agents, representatives, affiliates, shareholders, successors, and assigns (collectively, "**Releasees**"), arising out of or in any way connected with your participation in the Activities and any related or ancillary activities thereto. You covenant not to make or bring any such claim against the Releasees.
5. You shall defend, indemnify, and hold harmless us and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including all legal fees on a full indemnity basis, fees, and the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded the Releasees, arising out or resulting in any way from your participation in the Activities.
6. You confirm that your participation in the Activities is voluntary and that you have not been induced or coerced to participate in the Activities by reason of any representation or warranty of any nature or kind whatsoever. This Release constitutes the sole and entire agreement between you and us with respect to the subject matter contained herein. If any of the term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.