

Participation Agreement

WAIVER

The following is a waiver of liability and a description of the risks involved in Knowledge-based Obstacle Racing™. By signing this agreement, you accept the risks involved and you indemnify Neuron Upgrade and Training Station (N.U.T.S.) Inc. (hereinafter "N.U.T.S.") of any lawsuits and legal proceedings.

WHAT IS KNOWLEDGE-BASED OBSTACLE RACING™ AND WHAT ARE THE RISKS?

Knowledge-based Obstacle Racing™ is an innovative and fun way to learn school curriculum and get fit simultaneously. At N.U.T.S, you will run, climb, crawl and jump through many types of physical obstacles while learning a subject of your choice.

At N.U.T.S, we provide you with a very safe environment where you can have fun and learn, as long as you follow our safety rules. However, as with any intense physical activity, some risks are always present. You may trip, fall, hit an object, slip, etc, while on the obstacle course. Which means you may potentially get hurt or worse.

This also means you may damage your clothes or any objects on you. Be sure to wear appropriate clothing for sports, completely empty your pockets and have a good pair of shoes. You should avoid having heavy jewelry like necklaces, watches and rings.

If you have any medical condition or medical advice stopping you from doing physical activity, you should not be participating in Knowledge-based Obstacle Racing™. You must understand that this activity is likely too much for you at this point.

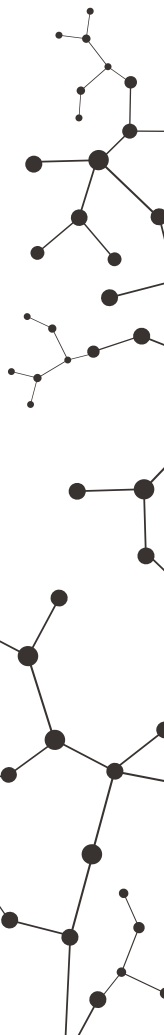
SAFETY RULES

1. Do not climb higher than the limit indicated on the obstacles.
2. Do not go on obstacles or in areas marked OFF LIMIT!
3. There should be no more than 2 people on an obstacle at a time. Wait until they get off so you can get on.
4. When jumping down from an obstacle, always ensure no one is below you.
5. Once you have jumped off an obstacle, get out of the way!
6. If you find an obstacle that appears defective or broken, do not use it and advise N.U.T.S staff immediately.
7. If you are tired, take a break and wait for the next obstacle.
8. If you feel unwell or you get hurt, seek one of our safety monitors for assistance.
9. You MUST wear a pair of clean running shoes. No sandals, no boots.
10. Empty your pockets of everything and leave your items in a locker.

We reserve the right to deny entry or remove anyone from the obstacle course who compromises their safety or the safety of others.

FIT. SMART. FUN

www.runuts.ca  info@runuts.ca





ACKNOWLEDGMENT AND WAIVER

1 I acknowledge that my participation in Knowledge-based Obstacle Racing™ entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries. Our employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. **I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.**

2 If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal Insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. **I understand and agree that Neuron Upgrade and Training Station (N.U.T.S.) Inc. ("N.U.T.S.") will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.**

3 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless N.U.T.S. and to waive any and all claims, demands, or causes of action, that I have or may have in the future against N.U.T.S. and to release N.U.T.S. 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 participating in N.U.T.S.'s program of Knowledge-based Obstacle Racing™ **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 OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF N.U.T.S. AND FURTHER INCLUDING THE FAILURE ON THE PART OF N.U.T.S. TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF NEURON UPGRADE AND TRAINING STATION INC. GAMES OR ACTIVITIES (HEREINAFTER REFERRED TO AS "CLAIMS")**

- I agree to hold harmless and indemnify N.U.T.S. from any and all liability for any property damage or personal injury to any third party resulting from my participation in N.U.T.S. training programs or activities. Furthermore, should N.U.T.S. or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold N.U.T.S. harmless from all such fees and costs.
- I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any activity at Neuron Upgrade and Training Station Inc. (the "N.U.T.S. Rules"). I certify that I understand and have explained the N.U.T.S. Rules to my child/ward. I understand that the N.U.T.S. Rules have been implemented for the safety of all participants at N.U.T.S., including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from the N.U.T.S. program and facility.
- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against Neuron Upgrade and Training Station Inc., in addition to my agreement to defend and indemnify Neuron Upgrade and Training Station Inc., I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay Neuron Upgrade and Training Station Inc. within 60 days of initiating or filing a lawsuit against Neuron Upgrade and Training Station Inc. liquidated damages in the amount of \$5,000 plus 12% interest per annum if payment is not made on time.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms. **ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.**

Participant's Signature

Print Name:

Date:

Address:

City:

Province:

Postal Code:

E-Mail:

Phone:

Date of Birth:

Emergency Contact Phone:

Cell:

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT AND INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (*print minor's name*) ("Minor") being permitted to participate in Neuron Upgrade and Training Station Inc.'s Knowledge-based Obstacle Racing™ program or activities and to use its equipment and facilities, I, the undersigned parent or legal guardian of the Minor agree on behalf of the Minor to the above assumptions of risk, release of liability and waiver of claims and to release, indemnify and hold harmless Neuron Upgrade and Training Station Inc. from any and all Claims which are brought by, or on behalf of the Minor, and which are in any way connected with such participation or use by the Minor. I further certify that I am the parent or legal guardian of the Minor on this agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent or legal guardian of the Minor on this agreement. I hereby give approval to the participation in Neuron Upgrade and Training Station Inc.'s programs or activities and/or use of its equipment and facilities by the Minor.

Parent or Legal Guardian's Signature:

Print Name:

Date:

Agreement accepted by:

(Neuron Upgrade and Training Station Inc. Employee)

