

RELEASE, ASSUMPTION OF RISK, PERMISSION AND INDEMNITY AGREEMENT (CANADA)

NOTICE: THIS DOCUMENT IS A LEGAL AGREEMENT. PLEASE READ CAREFULLY.

This Release, Assumption of Risk, Permission and Indemnity Agreement (the “Agreement”) is a binding legal agreement between the facility user, participant, or member (“you”, “I”) and Picklr Canada, its parent companies, affiliates, subsidiaries, and franchisees (collectively, “Picklr”). By signing this Agreement, you acknowledge that you have read, understood, and agree to be bound by its terms, and that you are waiving certain legal rights, including the right to sue in certain circumstances.

This Agreement is intended to comply with and be enforceable under the laws of the Provinces of Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia, as applicable.

1. WAIVER AND RELEASE OF LIABILITY

“Activities” includes all participation, use, or presence at any Picklr facility, including but not limited to open play, events, classes, clinics, tournaments, leagues, and observation. “Released Parties” means Picklr and its owners, directors, officers, employees, agents, contractors, licensees, franchisees, and volunteers.

In consideration of being permitted to participate in the Activities, I hereby waive, release, and discharge the Released Parties from any and all liability for any loss, injury, damage, or expense that I may suffer, including personal injury or death, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by applicable provincial law.

I agree not to commence or maintain any claim or legal proceeding against the Released Parties in respect of such matters.

2. ASSUMPTION OF RISKS

I acknowledge that participation in the Activities involves inherent risks, including but not limited to physical injury, permanent disability, or death. I understand that these risks may arise from my own actions or inactions, the actions of others, or the condition of the facilities or equipment.

I freely and voluntarily assume all such risks, known or unknown, foreseeable or unforeseeable, including those arising from the negligence of the Released Parties.

3. INSURANCE, MEDICAL TREATMENT, AND PRE-EXISTING CONDITIONS

I confirm that I have adequate health insurance or financial means to cover any medical expenses arising from participation. I accept full responsibility for any medical costs incurred.

I confirm that I am physically fit to participate and have no condition that would impair my ability to safely engage in the Activities, or I knowingly assume the risks associated with such condition.

I consent to receive emergency medical treatment if deemed necessary and agree to be responsible for any associated costs.

4. USE OF IMAGE AND LIKENESS

I grant Picklr the right to photograph, record, and use my name, image, voice, and likeness for promotional, marketing, and operational purposes, in any media, without compensation, in accordance with applicable Canadian privacy laws.

5. INDEMNIFICATION

I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, damages, costs, or expenses (including legal fees on a solicitor-and-client basis) arising out of or related to:

- My participation in the Activities;
- Any person (including guests or minors) I bring to the facility;
- Any claim brought by a third party arising from my actions or participation;

except where such claims arise solely from gross negligence or willful misconduct of the Released Parties, where such exclusion is required by law.

6. RULES AND PERSONAL RESPONSIBILITY

I agree to comply with all rules, policies, and instructions of Picklr. I understand that failure to do so may result in removal from the facility without refund.

7. PROPER USE OF CLOTHING, EQUIPMENT, AND PERSONAL RESPONSIBILITY

I understand and agree that it is my sole responsibility to ensure the proper use of clothing, footwear, hydration, nutrition, and equipment when engaging in Activities. This includes ensuring that all items used by me and/or any minor under my care are properly fitted, appropriate for the activity, and in good condition.

I acknowledge that failure to use appropriate clothing, footwear, hydration, nutrition, or equipment may increase the risk of injury, and I voluntarily assume all such risks.

I further agree that the Released Parties shall not be held liable for any injuries, damages, or claims arising from improper use, fit, or condition of clothing, footwear, hydration, nutrition, or equipment, whether provided by me or by Picklr, except in cases of gross negligence or willful misconduct where liability cannot be excluded by law.

8. COMMUNICABLE DISEASE RISK

I acknowledge that participation in Activities may expose me to communicable diseases, including but not limited to COVID-19. I voluntarily assume all risks associated with such exposure to the fullest extent permitted by applicable Canadian law.

9. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable in any province, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

10. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the province in which the applicable Picklr facility is located (including Ontario, Manitoba, Saskatchewan, Alberta, or British Columbia) and the federal laws of Canada applicable therein.

11. MINOR PARTICIPANT

If signing on behalf of a minor, I confirm that I am the parent or legal guardian. I consent to the minor's participation and agree to be bound by this Agreement on their behalf.

I acknowledge that the enforceability of waivers signed on behalf of minors varies by province and may not be fully enforceable. To the extent permitted by law, I agree to indemnify and hold harmless the Released Parties from any claims brought by or on behalf of the minor.

I further agree to supervise the minor as required by Picklr policies and accept full responsibility for their conduct, safety, and compliance with all rules.

12. ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and understood this Agreement and that I am waiving substantial legal rights, including the right to sue for negligence where permitted by law.

I confirm that I am signing this Agreement freely and voluntarily, without coercion, and that I am not under the influence of any substance that would impair my understanding.

By signing or submitting this Agreement electronically, I agree to be legally bound by its terms.

Participant Name: _____

Signature: _____

Date: _____

Parent/Guardian Name (if applicable): _____

Signature: _____

Date: _____