

358 Royal Canadian Sea Cadet Corps SIR ISAAC BROCK
294 Vine St
St Catharines, ON L2M 4T3

1085-10 (XO)

1 November 2017

Parents/Guardians

MEMO 2017/18-009: SPORTS NIGHT AT SKYZONE - 12 DECMEBER 2017

Dear Parents/Guardians & Cadets,

358 Royal Canadian Sea Cadet Corps SIR ISAAC BROCK will be holding its Sport Night for December at Skyzone St Catharines (333 Ontario St., St Catharines, ON) on **Tuesday, 12 December 2017**.

DRESS:

SPORTS CLOTHING

Cadets will be dropped off by their parents/guardians NLT 1830hrs (630pm) and will be dismissed NLT 2015hrs (815pm). Parents must fill out the waiver if their child **HAS NOT** jumped at Skyzone St Catharines before. There is a small canteen available on the premises should a cadet wishes to bring a small amount of money.

Waivers must be handed directly to the Executive Officer for those cadets who need to complete it.

Questions may be addressed to the Executive Officer, Lieutenant (Navy) Reilly, 905-641-5873.

Thank you for your time,

//Original Signed By://

J.J. Tremblay, CD
Lieutenant (Navy)
Commanding Officer
358 RCSCC
905-641-5873
358sea@gmail.com
www.wellandcanalseacadets.com



Annex A
1085-10 (XO)
1 Nov 17



ACTIVITY WAIVER

CANADIAN CADET ORGANIZATIONS



SECTION 1: TRAINING OR ACTIVITY DETAILS	
Exercise: Sports – Trampoline Park	Location: Skyzone Trampoline Park – St Catharines
Start Date: 12 December 2017 – 1830hrs	End Date: 12 December 2017 – 2015hrs

SECTION 2: IDENTIFICATION		
Last Name	First Name	
Phone	DOB (YY-MMM-DD)	Gender
Address		
City	Province	Postal Code
E-Mail		

SECTION 3: AUTHORITY	
Please read the following. By signing below you agree and authorize the following:	
<input type="checkbox"/> “I have read the waiver and <u>agree</u> to it conditions as listed (attached)”	
<input type="checkbox"/> “The Commanding Officer (or Designate Supervisory Officer) is authorized temporary custody of my son/daughter/ward during cadet activities with the Cadet Corps/Squadron and, on my behalf, consent to his/her emergency medical/dental treatment as required”	
CADET SIGNATURE	
Cadet Name	Cadet Signature
PARENT/GUARDIAN SIGNATURE AND AUTHORIZATION	
Parent/Guardian Name	Parent/Guardian Signature
Relation to Cadet	Date
Phone	Emergency Phone

SECTION 4: CORPS/SQUADRON AUTHORIZATION	
CO (or Designate) Signature	Date

SECTION 5: WAIVER (on attached page)
Note: The waiver is issued by the facility/activity and is not controlled by the Cadet Corps/Squadron for its content and conditions.



SKY ZONE INDOOR TRAMPOLINE PARK RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (HEREINAFTER THE 'RELEASE AGREEMENT') BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT - PLEASE READ CAREFULLY!

TO: 2483848 Ontario Ltd. (dba Sky Zone St. Catharines), RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Sky Zone"):

IN CONSIDERATION OF Sky Zone allowing the participant described below to participate in trampoline games or activities, the participant agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. I acknowledge that my participation in Sky Zone trampoline games or activities 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; double bouncing (more than one person per trampoline) can create a rebound effect causing serious injury; flipping, running and bouncing off the walls can cause serious injury; colliding with or being landed on by jumpers of a different size. Sky Zone 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. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. 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 Sky Zone 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 Sky Zone and to waive any and all claims, demands, or causes of action, that I have or may have in the future against Sky Zone and to release Sky Zone 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 Sky Zone trampoline games or activities 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 SKY ZONE AND FURTHER INCLUDING THE FAILURE ON THE PART OF SKY ZONE TO SAFEGUARD



OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKY ZONE TRAMPOLINE GAMES OR ACTIVITIES (HEREINAFTER REFERRED TO AS “CLAIMS”).

4. I agree to hold harmless and indemnify Sky Zone from any and all liability for any property damage or personal injury to any third party resulting from my participation in Sky Zone trampoline games or activities. Furthermore, should Sky Zone or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold Sky Zone harmless from all such fees and costs.

5. 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 Sky Zone (the “Sky Zone Rules”). I certify that I understand and have explained the Sky Zone Rules to my child/ward. I understand that Sky Zone Rules have been implemented for the safety of all participants at Sky Zone, 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 Sky Zone.

6. 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 Sky Zone, in addition to my agreement to defend and indemnify Sky Zone, 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 Sky Zone within 60 days of initiating or filing a lawsuit against Sky Zone liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time.

7. I further grant Sky Zone the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SZITP on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement, and I voluntarily agree to be bound by its terms.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.