

**DARNLEY DEVELOPMENT LTD.
RELEASE AND WAIVER OF LIABILITY**

PLEASE READ THIS WAIVER CAREFULLY BEFORE SIGNING. BY SIGNING THIS WAIVER, THE PLAYER ACKNOWLEDGES THAT DARNLEY DEVELOPMENT LTD. IS NOT LIABLE FOR ANY INJURIES OR LOSSES PERTAINING TO THE PLAYER'S PARTICIPATION IN ANY "RED ZONE" EVENT OR ACTIVITY, EVEN IF SUCH INJURY IS CAUSED OR CONTRIBUTED TO BY THE FAILURE OF DARNLEY DEVELOPMENT LTD. TO TAKE REASONABLE PRECAUTIONS TO PROTECT THE PLAYER'S SAFETY.

IN CONSIDERATION OF using the facilities known as the "Red Zone", and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Player agrees to the following terms and conditions:

1. AWARENESS AND ASSUMPTION OF RISK

The Player acknowledges that they are aware that activities within the "Red Zone" could be dangerous and pose an inherent risk of injury. The Player understands that by using the equipment and participating in the activities within the "Red Zone", they voluntarily undertake the risk of injury, including but not limited to permanent disability and death. The Player knows and understands the scope, nature, and extent of all the risks contemplated by this Waiver and understands that if the Player wishes to obtain insurance of any kind, the Player must furnish his or her own. The Player freely and voluntarily accepts and assumes all such risks, dangers and hazards, and takes full responsibility for his or her own actions, safety and welfare.

2. RELEASE

THE PLAYER HEREBY REMISES, RELEASES AND FOREVER DISCHARGES DARNLEY DEVELOPMENT LTD., and all of its affiliates and associated companies, and all of its current and former agents, officers, directors, shareholders, volunteers, managers, servants, successors, assigns, employees, consultants, subsidiaries and affiliates (individually and collectively the "**Releasees**") from any present or future causes of action, claims or demands of any kind, including, without limitation, claims for loss, damage, injury, costs, legal fees and related disbursements, or otherwise (hereinafter a "**Claim**"), whether arising from the negligence of the Releasees or howsoever arising.

3. PROMISE NOT TO SUE.

The Player covenants not to initiate or assist in the prosecution of any Claim which may arise from the Player's participation in the activities to which this Waiver relates.

4. ENUREMENT.

This Waiver will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Player, and Darnley Development Ltd..

5. GOVERNING LAW

This Agreement will be construed in accordance with, and be governed by, the laws of the Province of **Prince Edward Island**. The Player hereby attorns to the exclusive jurisdiction of the courts of the Province of **Prince Edward Island** with respect to any matter arising under or related to this Agreement.

Print Name: _____

Address: _____

Date: _____

Player Signature

Witness Signature

6. MINOR AGED PARTICIPANTS

Participants under age 18 must have a parent or legal guardian sign this Waiver on their behalf. The signatory below certifies that they are the legal parent or guardian of any Player under the age of 18 and agree to this Release and Waiver of Liability on behalf of any minor person in their care.

Parent/Guardian Signature

Witness Signature

Date: _____