



Waiver and Release
Harbour Centre Urban Grind Event

I understand that the Harbour Centre Urban Grind event (the "Event") is a potentially hazardous activity. I shall not enter and climb unless I am medically able and properly trained. I hereby certify that I am in good health and have the ability to enter the Event.

I assume all risks associated with the Event, including but not limited to slips, trips, falls, contact with other participants, all such risks being known and appreciated by me. Further, if I choose to use the available coat check facilities (operated in conjunction with the Kettle Society) to store my belongings, I agree that neither Harbour Centre, Polaris Realty nor the Kettle Society will be responsible for any lost or stolen articles.

Having read this waiver and release and knowing these facts and in consideration of your accepting my entry into the event, I, for myself and anyone entitled to act on my behalf, (i) waive any and all claims that I have or may in the future have against Harbour Centre Complex Limited ("Harbour Centre"), Polaris Realty (Canada) Limited ("Polaris Realty"), its manager, its owners, its mortgagors, its associated parties (such as the Kettle Society) and their respective officers, directors, agents, volunteers, employees, and sponsors (the "Releasees") in connection with the Event; (ii) release and forever discharge the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my attendance at the Event or participation in the Event and due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of

care on the part of the Releasees; and (iii) indemnify and hold harmless the Releasees from and against any and all claims, causes of action, damages, judgments, costs or expenses including reasonable legal fees, which arise in any way from my attending the Event including, without limitation, loss or damage to my property or the property of others or injury to myself or another person or persons caused directly or indirectly by me, whether by inadvertence, negligence, willful misconduct or otherwise.

I further grant to Harbour Centre, Polaris Realty and its agents, the absolute, perpetual and irrevocable right and permission to use, copy, reproduce, distribute and publish, in whole or in part, photographs, audio or video footage that Harbour Centre, Polaris Realty and its agents may take of or record or me individually or with others ("Materials") for any purpose in any media whatsoever, including without limitation, social media. I hereby waive any right to inspect or approve the Materials or the context in which they are used. I further release and discharge Harbour Centre, Polaris Realty, its employees and agents and their respective successors, heirs, executors, assigns and licensees from any and all claims and demands arising out of or in connection with the use of the Materials, including without limitation, any claims for defamation, invasion of privacy and misappropriation of rights of publicity

I understand that the use of personal audio devices (iPods and MP3 headsets) is strongly discouraged.

I have read and understand this Waiver and Release and have been given the opportunity to obtain any advice I deem necessary. I understand that by signing this Waiver and Release I am giving up legal rights which I or my heirs, next of kin, executors, administrators or representatives may have against the Releasees. I am aware that this is a RELEASE OF LIABILITY and a contract between me and the Releasees and that I sign it of my own free will.

I am eighteen (18) years of age or older.

Name of Participant (Print Name)

Signature of Participant

Date

Witness Signature (Print Name: _____)

For those participants under the age of eighteen (18) a Parent/Guardian must sign the waiver and release and take responsibility under the terms of this waiver and release for the minor during the event.

Name of Parent/Guardian (Print)

Signature of Parent/Guardian

Date

Witness Signature (Print Name: _____)