

APPLICATION TO PLAY LASER TAG / WAIVER OF LIABILITY / AGREEMENT TO CONDITIONS AND RULES - MERRILL DUNES ADVENTURE INC. FACILITIES LOCATED ON NORTH 1/2 OF SE33-35-6 Wof3rd or elsewhere when mobile system is in use. THIS IS A LEGALLY BINDING DOCUMENT THAT CONSISTS OF 39 POINTS. PLEASE READ IT CAREFULLY. Note Points #30 to #39.

Phone: (306) 382-2728 / Cell (306)280-4100 / www.MerrillDunes.com / E-Mail: gcm457@yourlink.ca / Mailing Address: Box 33030 Confed. Prk, Saskatoon, SK, S7L1J2 / Land Location Owners: G.C. & M.E. Manning / Field Operator: G. C. Manning.

If you do not understand any part of this waiver, you should consult an attorney before you sign. Not only is it a legal document, but it is also a valuable checklist to identify hazards that you may not have thought of.

1. I am at least 18 years of age / or a parent or guardian will read, and sign this document. 2. I understand that I may be injured while playing laser tag. 3. I understand that even if all the safety rules are followed, that laser tag involves some hazards. I freely and voluntarily accept the risk of injury from participation in laser tag. 4. I understand that, although the field operator and the staff will attempt to enforce safety and playing rules, I may be injured because other persons did not follow the rules. 5. I understand that I will be exposed to risks and hazards while on these premises. I freely and voluntarily acknowledge these risks and hazards and nonetheless wish to play laser tag and / or enter onto these premises. 6. I understand that playing laser tag involves risks, which include but are not limited to the risk of injury from falling from or over natural or manmade structures or obstacles on the game fields. 7. I am aware that other potential hazards associated with this laser tag field are poisonous plants and insect bites. 8. I am aware that playing laser tag at night has the added risk of increased chances of tripping and increased risk of running into obstructions, both with associated injury risk. 9. I certify that I am in good health and that I do not have a heart condition, ailment or condition which could be worsened or cause me injury, illness, or death as a result of exertion involved in playing laser tag. I understand that I am responsible for consulting a physician before playing laser tag, which is a very strenuous sport. 10. I am aware that emergency medical help may not be immediately available due to the somewhat remote location of the laser field. 11. As a condition of playing laser tag on these premises and / or to be allowed on these premises, I knowingly and voluntarily waive my legal rights that I may have against the field operators and their employees, the land owners, and the equipment manufactures and distributors. 12. I agree to hold harmless each and all of the above parties, and to indemnify each and all parties against any and all claims, actions, suits, costs, expenses (including legal fees), damages, and liabilities arising out of, connected with, or resulting from my playing laser tag. 13. I understand that I must sign this Waiver / Agreement as a condition of being allowed on these premises and / or to play laser tag. 14. I understand that I am fully liable and financially responsible for the equipment issued / rented to me. I also understand that I am financially responsible to the field operators for the loss or unreasonable damage of any such issued / rented equipment, structures or property of the field operators.

MERRILL DUNES ADVENTURE FACILITY SAFETY RULES

15. Wear footwear suitable for the surface that the laser tag games are being played on. 16. Appreciate the details of the surface you are running on and try to avoid tripping and falling. 17. Try to avoid accidentally slamming into other players. 18. If you trip and fall, try not to hit your face and head on your gun. 19. No intentional physical contact with other players is allowed and potentially damaging actions toward other players is not allowed. 20. No alcohol or drugs are allowed on the premises without permission. 21. No potentially dangerous gear is allowed. No types of pyrotechnics or explosives are allowed without permission. 22. Judged decisions are final. No players will be allowed to argue with any judge / referee. 23. All players must follow all safety rules without exception. Any violation of these rules may result in that player being ejected from play.

24. I understand and agree to abide by each and every safety rule. 25. I agree that this document will be valid on date of signing and for the remainder of the calendar year. 26. I understand and agree that this Waiver and Agreement is binding on me, my estate, my heirs, my representatives and my assigns. I intend to be bound by this Waiver and Agreement. 27. I have read each and every item on this Waiver/Agreement. 28. I understand each and every item on this Waiver / Agreement. 29. I agree to abide by the terms of this Waiver / Agreement.

(The following points may require a written response. All relevant spaces below must be completed.)

30. Player's / Observer's Printed Name >

X _____ (NOTE: Please print your name in large, clear, letters)

31. Player's / Observer's Signature (for those 18 yrs and older)

X _____

32. Telephone # > X _____ 33. Date Waiver / Agreement is signed _____, 201 _____

The section below is for situations where the player / observer is under the age of 18 years.

34. Consent of Parent or Guardian

I, (print) _____, parent and/or guardian of said Player/Observer, minor, have read and hereby do agree both on behalf of myself and said Player/Observer and his and my heirs, assigns and legal representatives, to all of the above Waiver/Agreement. I understand that by making this Waiver/Agreement I surrender valuable rights. I do so freely and voluntarily. (Please print name, above, very clearly.)

35. Signature > _____

36. Date of birth of player, if under 18 years of age _____, 201 _____ 37. Date that Waiver / Agreement is signed > _____ 201 _____

38. Phone # of Parent / Guardian > _____ 39. Address > _____