

The Pearl Hummingbird Inc.  
620 Upper James Street 2<sup>nd</sup> Level  
Hamilton, Ontario L9C 1E3  
Tel: (289) 755-8888

### **Release and Waiver**

Acknowledging participation in all the activities at The Pearl Hummingbird Inc., the undersigned, on his or her own behalf, and on behalf of any minors, executors, heirs, successors and assigns, do hereby acknowledge and agree as follows:

1. I am fully aware of the risks and hazards connected with the activities which may take place within the facilities of The Pearl Hummingbird Inc. (hereinafter referred to as “the Activities”).

Such risks and hazards include but are not limited to:

- Slips, trips, and falls
- Collisions
- Choking hazards

2. I am aware that the Activities include the risk of injury and even death, and I hereby elect to voluntarily participate, or to voluntarily allow my child/children to participate, in the Activities, knowing that the Activities may result in personal injury or property damage. I understand that The Pearl Hummingbird Inc. does not require me or my child/children to participate in the Activities. I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury, including serious and/or permanent physical injuries and death, which may be sustained as a result of engagement in the Activities, whether caused by my own actions, inactions or negligence, but also the actions, inactions or negligence of others, including officers, servants, agents, employees and volunteers of The Pearl Hummingbird Inc. or of other participants (hereinafter referred to as “the releasees”), to the fullest extent allowed by law.
3. I understand that adult supervision of each child by the child’s parent or authorized caregiver is required at all times. The Pearl Hummingbird Inc. shall not be liable for any injury resulting from an absence of adult supervision, including, but not limited to, any child leaving the property of The Pearl Hummingbird Inc. without an authorized parent or caregiver.
4. I understand that my agreement and completion of this Release and Waiver on the first visit will authorize The Pearl Hummingbird Inc. to use it as a continuous waiver for my child/children’s ongoing participation in the Activities. I hereby expressly authorize The Pearl Hummingbird Inc. to use this Release and Waiver as a multi-use waiver until I have expressed to change this in writing.
5. I further hereby agree to release, indemnify and hold harmless the releasees from any loss, liability, damage, or costs, including court costs, legal fees, and medical costs that may incur due to participation in the Activities, whether caused by the negligence of releasees or otherwise, to the fullest extent allowed by law.

### **Parent or Legal Guardian Certification and Consent**

I hereby certify that I am the parent, legal guardian, and/or designated caregiver of the participant whose name appears below (hereinafter referred to as “the Participant”), and I have full authority to waive rights on behalf of the minor Participant. I have read and I understand all the provisions of this document. I further understand that the risks of the Activities could cause injury and even death. I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document.

### **Illness**

I hereby state that the Participant is not ill and understand that The Pearl Hummingbird Inc. reserves the right to refuse admission due to illness or the presence of symptoms which may pose a risk of infection to other patrons. A participant who develops an illness or does not appear to be fully recovered from an illness cannot be admitted without a statement from a physician indicating that the Participant is able to participate in the Activities or is not infectious.

Food & Beverage on Premises

I hereby acknowledge that I am aware the kitchen is peanut-free. I further acknowledge that I am aware there is a risk of peanut exposure as other patrons are permitted to bring their own food and snacks. The Pearl Hummingbird Inc. cannot accept responsibility for any loss, injury or death resulting from any food consumed while on its premises. I am aware that any consumption of food and beverages is entirely at my own risk. Therefore, I assume full liability for any adverse reactions due to exposure to any allergens.

Eatery/Cafeteria Rules

I hereby acknowledge and understand the following eatery/cafeteria rules here at The Pearl Hummingbird Inc: No parties, celebrations, or events of any kind will take place. No cupcakes, cakes, or any celebratory desserts. No lighting of candles and singing. No decorations of any kind – including party utensils/plates/napkins. No gift exchanges. No potluck of any kind – including sharable snacks, juice boxes, water bottles, veggie trays, fruit trays, bakery items etc. No excessive occupation of tables. I hereby acknowledge and understand that if my intention is to host or take part in a party, celebration, or event that defies the above stated eatery/cafeteria rules, private rooms can be reserved at an additional fee.

Use of Photography and/or Videos

The Pearl Hummingbird Inc. may use any photography/video taken at The Pearl Hummingbird Inc., without the express written permission of those included within the photograph/video. The Pearl Hummingbird Inc. may use the photograph/video in publications or other media material produced, used or contracted by The Pearl Hummingbird Inc., including but not limited to invitations, magazines, newspapers, brochures, television, social media, websites, etc. Any individual attending The Pearl Hummingbird Inc. may refuse to have their image taken or recorded . Should you participate in the Activities at The Peal Hummingbird and fail to notify The Pearl Hummingbird Inc of your desire to exercise your right of refusal you will be deemed to release, indemnify and hold harmless The Pearl Hummingbird Inc. from any and all claims involving the use of your photograph/video.

I HAVE READ THE ABOVE RELEASE AND WAIVER AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE PEARL HUMMINGBIRD INC. FROM ALL LIABILITY ARISING FROM UTLIZING THE FACILITIES.

**PARTICIPANT(S) INFORMATION:**

1st Participant/Minor name (First/Last):	_____	Age: _____
2 <sup>nd</sup> Participant/Minor name (First/Last):	_____	Age: _____
3 <sup>rd</sup> Participant/Minor name (First/Last):	_____	Age: _____
4 <sup>th</sup> Participant/Minor name (First/Last):	_____	Age: _____

PARENT OR ACTING GUARDIAN’S FULL NAME: \_\_\_\_\_

PARENT OR ACTING GUARDIAN’S SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_