

WEST EDMONTON MALL PROPERTY INC.
WAIVER, RELEASE AND INDEMNITY AGREEMENT

FORM TO BE SIGNED BY PERSONS 18 YEARS AND OLDER

PLEASE READ CAREFULLY

Name of Participant: _____ (the "Participant")

Name of Activity: _____ (the "Activity")

IN CONSIDERATION OF being permitted to participate in any way in the Activity and to attend at Sea Lions' Rock at West Edmonton Mall, including, without limiting the generality of the foregoing, the Marine Life offices, fish prep-room and animal habitat (the "Facility"), I, for myself, my heirs, successors, executors, administrators and assigns:

1. REMISE AND RELEASE FOREVER West Edmonton Mall Property Inc., its respective heirs, successors, servants, directors, employees, officers, insurers, agents, contractors, assigns, any advertisers and other participants, and, if applicable, the owners of West Edmonton Mall (each considered the "Releasees") of and from any and all manner of actions, causes of action, suits, debts, costs, claims, damages and demands arising out of or in consequence of any loss, injury or damage to my person or property, including death, incurred or suffered by me while attending at, using, occupying or participating in the Activity notwithstanding that any such loss, injury or damage, including death, may have arisen by reason of the negligence of the Releasees;
2. FULLY UNDERSTAND the risks and dangers of serious injury, including permanent disability, paralysis and death (the "Risks"); these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the Activity takes place or the negligence of the Releasees; there may be other risks and social and economic losses, either not known or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity;
3. UNDERSTAND AND AGREE that, in the course of participating in the Activity and while attending at the Facility, I must comply at all times with directions, instructions and rules of Marine Life personnel, West Edmonton Mall Property Inc. and the Facility;
4. WARRANT that I will not commence any Court proceedings against any party in connection with, or in any way relating to, the subject matter of this Agreement, including, without limiting the generality of the foregoing, the Releasees;
5. AGREE TO INDEMNIFY AND SAVE HARMLESS each of the Releasees of and from any and all manner of actions, proceedings, claims, costs, losses, damages, expenses, legal fees on a solicitor- and own-client basis, or demands whatsoever that may be brought against the Releasees or any or all of them, or which they may sustain, pay or incur as a result of, arising out of or in connection with or in consequence of my attendance at the Facility or participation in the Activity or any activities incidental thereto, including as a result of my own negligence;

6. GRANT to West Edmonton Mall Property Inc., without further compensation, the unrestricted right to publish, in its discretion, my name, photograph, portrait, likeness, voice and any film rendering or tape recording of me for advertising and promotional purposes in connection with the Activity in any form of publication or display including, without limitation, newspapers and other print publications, radio and television broadcasts, film releases and interactive media worldwide;
7. REPRESENT that I am the full age of 18 years or older;
8. UNDERSTAND AND AGREE that in the absence of this Agreement, I would not be permitted to participate in the Activity or attend at the Facility or participate in any activities incidental thereto;
9. DECLARE that I have read this Agreement and understand its contents and sign it voluntarily;
10. ACKNOWLEDGE AND AGREE that this Agreement is to be construed in accordance with the laws of the Province of Alberta and that I attorn to the exclusive jurisdiction of the Courts of the Province of Alberta;
11. ACKNOWLEDGE AND AGREE that this Agreement shall be binding upon me, my heirs, personal representatives, administrators, executors and assigns.

IN WITNESS WHEREOF I have executed this Waiver, Release and Indemnity Agreement in the City of Edmonton, this _____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED in the presence of:

SIGNATURE OF PARTICIPANT

WITNESS
(West Edmonton Mall Inc. representative)

DATE

Photo Release

I, _____, agree to allow my photographic likeness to be used to promote West Edmonton Mall Property Inc., specifically the Trainer for the Day program and its affiliates and subsidiaries, without monetary consideration, communications or limitations.

I hereby demise, release and forever discharge West Edmonton Mall Property Inc., its affiliates and subsidiaries, officers, directors, employees, executors, successors and assigns of and from any and all manner of actions, causes of action, suits, claims, contracts, debts, demands and damages of every nature and kind whatsoever, at law or in equity, known as unknown or anticipated.

I give my unrestricted permission to West Edmonton Mall Property Inc. to copyright and/or use and/or publish photographic portraits or pictures of me, including the negatives, transparencies, prints or digital information pertaining to them, in still, single, multiple, moving or video format, in which I may be included in whole or in part, in composite, distorted in form, or in reproductions thereof, in colour or otherwise, made through any media in his studio or elsewhere, for art or for any other lawful purpose.

I hereby waive any right that I may have to inspect and approve the finished product or copy that may be used in connection with an image that was taken of me, or the use to which it may be applied.

I further release West Edmonton Mall Property Inc. from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of these images unless it can be shown that said reproduction was maliciously caused, produced and published for the sole purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

I, _____ (print name), confirm that I am at least 18 years of age and I have read and agree to these photo release terms, and, by signing below, give my consent to be photographed.

SIGNATURE OF PARTICIPANT

WITNESS
(West Edmonton Mall Inc. representative)

DATE