

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

FORM TO BE SIGNED BY PARENTS/LEGAL GUARDIAN OF MINOR CHILD

PLEASE READ CAREFULLY

Child Participant: _____ (the "Child")

Parents/Legal Guardian: _____

Name of Activity: _____ (the "Activity")

IN CONSIDERATION OF the Child 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/we the Parent(s) and/or Legal Guardian of the Child, do hereby:

1. **CONSENT** to the Child attending and participating in the Activity at the Facility and participating in any and all activities incidental thereto;
2. **REMISE AND RELEASE FOREVER** West Edmonton Mall Property Inc. and its respective heirs, successors, servants, directors, employees, officers, insurers, agents, contractors, assigns, any sponsors, 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 the Child's person or property, including death, incurred or suffered by the Child while participating in the Activity or attending at the Facility or participating in any activities at the Facility notwithstanding that any such loss, injury or damage, including death, may have arisen by reason of the negligence of the Releasees;
3. **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 the Child's 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 the Child's participation in the Activity;
4. **UNDERSTAND AND AGREE** that in the course of participating in the Activity and while attending at the Facility, the Child must comply at all times with all directions, instructions and rules of Marine Life personnel, West Edmonton Mall Property Inc. and the Facility.
5. **WARRANT** that we 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;
6. **AGREE TO INDEMNIFY AND SAVE HARMLESS** 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 the Child's participation in the Activity or attendance at the Facility or participation in any activity incidental thereto, including as a result of the Child's own negligence;

7. GRANT to West Edmonton Mall Property Inc., without further compensation, the unrestricted right to publish, in its discretion, the Child's name, photograph, portrait, likeness, voice and any film rendering or tape recording of the Child 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.
8. UNDERSTAND AND AGREE that in the absence of this Agreement, the Child would not be permitted to participate in the Activity or attend at the Facility or participate in any activities incidental thereto;
9. DECLARE that we, the Child and Parent/Legal Guardian, have each read this Agreement and understand its contents and each sign it voluntarily;
10. ACKNOWLEDGE AND AGREE that if this Agreement is only signed by one Parent or Legal Guardian, it shall be binding on the Parent or Legal Guardian so signing and shall be interpreted accordingly;
11. ACKNOWLEDGE AND AGREE that this Agreement is to be construed in accordance with the laws of the Province of Alberta and that we attorn to the exclusive jurisdiction of the Courts of the Province of Alberta;
12. ACKNOWLEDGE AND AGREE that this Agreement shall be binding upon us, our heirs, personal representatives, administrators, executors and assigns and upon the Child and his or her heirs, personal representatives, administrators, executors and assigns.

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

SIGNED, SEALED AND DELIVERED in the presence of:

SIGNATURE OF PARENT/LEGAL GUARDIAN

WITNESS
(West Edmonton Mall Inc. representative)

SIGNATURE OF PARENT/LEGAL GUARDIAN

WITNESS
(West Edmonton Mall Inc. representative)

DATE

Photo Release

I, _____, agree to allow the photographic likeness of my child, _____ (the "Child"), 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 the Child, including the negatives, transparencies, prints or digital information pertaining to them, in still, single, multiple, moving or video format, in which the Child 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, for art or for any other lawful purpose.

I hereby waive any right that the Child or 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 the Child, 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 am the Parent and/or Legal Guardian of _____ (print name of "Child"), and, on behalf of the Child who is attending the Trainer for the Day program, have read and agree to the photo release terms, and, by signing below, allow the Child to be photographed.

SIGNATURE OF PARENT/LEGAL GUARDIAN

WITNESS
(West Edmonton Mall Inc. representative)

DATE