

WAIVER, RELEASE OF LIABILITY AND CONSENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

In consideration of True Padel Inc. ("**True Padel**"), a corporation existing under the laws of the Province of Alberta, permitting the individual named below ("I" or "**me**") to participate in padel and related activities, or any other activities (the "**Activities**") in or around the premises, courts, locker rooms, gym equipment, co-working space, restaurant, parking areas or any indoor or outdoor spaces operated or made accessible by True Padel at **#132, 10450 50th Street SE, Calgary, AB, CAN** (the "**Facility**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this Waiver and Release of Liability ("**Waiver**").

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES AND ANY USE OF THE FACILITY INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE AND THAT THE ACTIVITIES AND USES OF THE FACILITY MAY OR MAY NOT BE ORGANIZED OR SUPERVISED. I ACKNOWLEDGE THAT I, OR MY MINOR CHILD, AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES (DEFINED BELOW) OR OTHERWISE.

I hereby expressly waive and release True Padel, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "**Releasees**") from any and all liability, claim, action, cause of action, or demands for any loss, damage, cost or expense which I have or may in the future have against the Releasees on account of injury, death, or property damage arising out of or attributable to my or my minor child's participation in the Activities, due to any cause whatsoever, including without limitation the negligence of True Padel or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against True Padel or any other Releasee, and forever release and discharge True Padel and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TRUE PADEL AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

This Waiver constitutes the entire agreement of True Padel and I with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Waiver is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and True Padel and its successors and assigns. This Waiver shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Waiver may be brought only in the courts of the Province of Alberta, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE TRUE PADEL AND THE RELEASEES.

Medical Disclosure and Consent. I confirm that I do not have any physical limitations, medical ailments, or physical or mental disabilities that would impair, limit, prevent, or make inadvisable my participation in the Activities, and that I have disclosed any relevant medical information to True Padel. In the event of an emergency, I authorize Releasees to obtain medical treatment on my behalf, understanding that I will be responsible for all associated costs, including emergency transport.

Consent for Photography/Videography. I hereby consent and grant permission to Releasees to take photographic, video or audio recordings or representations of me during my participation in the Activities and to publish such recordings and representations for advertising, promotional and marketing purposes. I waive any and all claims against Releasees and agree not to claim compensation from Releasees arising out of Releasees use of such recordings or representations, including claims relating to defamation or breach of any copyright, privacy, personality or publicity rights.

SIGNED: _____

DATE: _____

PRINT NAME: _____

DATE OF BIRTH (M/D/Y): _____ / _____ / _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of the individual who signed the foregoing Waiver (the "**Minor**") and that I have received, read, and understood the foregoing Waiver. I fully consent to and voluntarily authorize the Minor to execute said Waiver (or, if applicable, have voluntarily executed said Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor. Furthermore, in consideration of Releasees possibly including me and/or Minor in the Activities, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Activities, if any.

SIGNED: _____

DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____