



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT FOR ALL ATTENDEES

(the "Agreement")

BETWEEN:

The Undersigned (the "Attendee")

And

Freed F & B inc. (the "Corporation")

In contemplation of attendance, **for the entirety of the year 2024**, at the Lavelle Premises, located at the 627 King St. West Rooftop, Toronto, ON M5V 1M5 ("Lavelle")

TERMS AND CONDITIONS

IN CONSIDERATION of the Corporation permitting access to the Attendee, to use and enjoy Lavelle's premises and amenities, including three (3) roof-top pools, pool-decks, showers, cabanas, daybeds, bars, and a restaurant (collectively, the "Amenities"), and benefits, the Attendee hereby:

1. ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my use and enjoyment of the Amenities may involve participating swimming, wading, walking, sitting, laying, lounging, socializing, dancing, and consumption of food and beverage (collectively, the "Activities");
2. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that none of Lavelle's three (3) pools are supervised by a Lifeguard, and that there are inherent risks in the Activities, which include, but are not limited to, falling, tripping, slipping, loss of balance, contact with other Lavelle patrons, and other physical or unforeseen dangers that may result in fractures, spinal cord injury, paralysis, concussion, brain injury, vertigo, loss of consciousness, over exertion, fatigue, cardiac arrest, lacerations, soft-tissue injury, sprains, strains and tears of the muscles and ligaments, chronic pain, and that bodily injury to my person may further result in chronic pain and/or mental impairments that include, but are not limited to, loss of mental acuity and executive function, cognitive deficit, emotional issues, depression, anxiety and post-traumatic stress;
3. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that there are additional risks inherent to any of the Activities, and in particular, Activities which involve use of any of Lavelle's three pools and the pool-decks, which risks include, but are not limited to, drowning, choking, water inhalation, and loss of oxygen to the brain (hypoxia), all of which can result in serious anoxic brain injuries, which include, but are not limited to, neurological damage,



loss of consciousness, paralysis, loss of mental acuity and executive function, cognitive deficit, loss of speech and motor skill functioning, chronic pain, and death;

4. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that I am only legally permitted to consume alcohol in, or on the decks of, Lavelle' s two (2) wading pools, and that it is against the law for me to consume alcohol in, or on the deck of, Lavelle' s five (5) feet deep center pool;
5. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that consuming or being under the influence of drugs is absolutely prohibited at Lavelle and the Amenities, and that consuming or being under the influence of alcohol, drugs, or on the deck of, any of Lavelle' s three (3) pools increases the likelihood of the risks, dangers, and injuries which are outlined in paragraphs two (2) and three (3) above;
6. FURTHER ACKNOWLEDGES, AGREES, and REPRESENTS that I UNDERSTAND that certain behaviors are absolutely prohibited in, or on the deck of, any of Lavelle's three (3) pools, including, but not limited to, jumping, diving, running, pushing, shoving, dunking, and horseplay, and that these behaviors increase the likelihood of the risks, dangers, and injuries which are outlined in paragraphs two (2) and three (3) above;
7. ACCEPTS and VOLUNTARILY ASSUMES ALL RISKS OF BODILY INJURY, MENTAL IMPAIRMENT OR DEATH, KNOWN AND UNKNOWN, AND ASSUMES ALL RESPONSIBILITY for any losses, expenses, costs, and/or damages that may be suffered by me, or to my property, by any means and howsoever caused, even if caused, in whole or in part, by the negligence or breach of the Corporation and/or any of its present or future directors, officers, shareholders, debt holders, security holders, representatives, agents, employees, contractors, affiliates, associates, franchises, joint ventures, subsidiaries, related parties, occurring while I am in attendance at Lavelle;
8. RELEASES, FOREVER DISCHARGES, AND COVENANTS, for myself and my representatives, dependents, permitted assigns, heirs, executors, assigns, administrators, and next of kin, NOT TO CLAIM AGAINST and/or SUE any present or future members, directors, officers, shareholders, debt holders, security holders, representatives, agents, employees, contractors, affiliates, associates, franchises, joint ventures, related parties, or subsidiaries, of the Corporation (hereinafter singularly referred to as a "Released Party" or collectively referred to as the "Released Parties") from any and all actions/ applications, causes of action, liability, claims, demands, losses or damages or oilier relief available at common law, equity, or by statute, related to the Attendee's participation in the Activities or The Attendee's attendance at Lavelle, which is caused or alleged to have been caused in any way, in whole or in part, by the Released Parties, including any negligence or breach of contract on the part of the Released Parties;
9. FURTHER AGREES that if, notwithstanding my execution of this Agreement, I, or any one on my behalf, make(s) a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any indemnity, litigation expenses, fees, loss, liability, damage or costs, which any of The Released Parties may incur as a result of such claim;



10. ACKNOWLEDGES that I have been informed of my right to obtain INDEPENDENT LEGAL ADVICE prior to signing this Agreement as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Agreement in exchange for being permitted access to use and enjoy Lavelle' s premises and the Amenities. I FURTHER ACKNOWLEDGE that by signing this Agreement I have either obtained independent legal advice or have WAIVED the right to obtain such independent legal advice and proceed fully understanding that I am GIVING UP THE LEGAL RIGHT TO SUE, even in the event of negligence or breach of contract on the part of any of the Released Parties, and any rights my dependents, heirs, assigns or beneficiaries may have to sue the Released Parties, resulting from injury to my person or my death;
11. ACKNOWLEDGES and AGREES that my safety and the safety of any minor (under the age of 18) under my care remains my SOLE RESPONSIBILITY, and I WARRANT that I WILL NOT LEAVE A MINOR under my care unattended at any time, and that I WILL ENSURE THAT ANY MINOR under my care who participates in any of the Activities, does so in a careful, prudent, and responsible manner;
12. CONSENTS, to the use in perpetuity of my name, photograph, likeness and/ or voice, or that of any minor under my care, in any media or social media posting, including, but not limited to, Facebook, Instagram, and Twitter, without compensation, and in any future publicity carried out by the Corporation;



13. ACKNOWLEDGES THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT **I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY ACCEPTING THE TERMS OF THIS AGREEMENT, INCLUDING THE RIGHT TO SUE**, ACCEPTED IT FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name of Attendee: _____

Signature of Attendee: _____

Month _____ / Day _____ / Year ___2024___

AGREEMENT IN FULL FORCE AND EFFECT FOR THE ENTIRETY OF THE YEAR

2024 If signing on behalf of a minor, use the below signature line:

Minor's Name: _____
Name of Parent/Legal Guardian _____
Signature of Parent/Legal Guardian _____
Month _____ Day _____ Year _____

AGREEMENT IN FULL FORCE AND EFFECT FOR THE ENTIRETY OF THE YEAR 202