



WAIVER, RELEASE, RISK ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT

(Adult Participant)

**WARNING! By signing this document, you will assume certain risks and responsibilities.
Please read carefully.**

Name of the Participant

Areas of the Facility the Participant Will Access

1. The Participant confirms they may access the following areas of the Joyly Inc. facility and have read and understood the associated risks:

- a) Playground – The Participant will have access to and may spend time in the playground area of the facility, including climbing structures, slides, ball pits, arcade machines, skill-based game machines and other play equipment. This includes entering the play structure to supervise, assist, or play with children
- b) Delight Zone – The Participant will have access to and may spend time in the Delight Zone, where guests take food and beverages supplied by Masterly Food Inc., and in the dining and related areas of the facility where food and beverages may be consumed
- c) Nail Salon – The Participant will have access to and may spend time in the nail salon area of the facility, which includes nail care and beautification services

Parties and Legal Context

2. This is a binding legal agreement. Clarify any questions or concerns before signing. The Participant will be present at and may access various areas of the facility operated by Joyly Inc. and its affiliates (including Masterly Inc., Masterly Food Inc., and Masterly Space Inc.), together with their respective directors, officers, employees, volunteers, contractors, agents, and representatives (collectively, the “**Organization**”). The Participant's presence at the facility, and any use of or engagement with the areas, equipment, amenities, and programming operated by the Organization, including without limitation physical play in the Playground, dining and consumption of food or beverages, nail care and beautification services, participation in any parties, events, or programs hosted by the Organization, the use of storage lockers, keys, and related devices provided by the Organization, and any use



of or reliance on the Organization's digital services, including its website and mobile or web applications, its camera monitoring and parent-notification systems, and its checkout and billing systems (each of which may operate with or without artificial-intelligence or automated-processing technologies), together with any other artificial-intelligence-enabled or automated features the Organization may offer from time to time, constitutes the **"Activities"** for the purpose of this agreement.

3. Any use of the pronouns "they," "them," or "their" in this Agreement is for gender neutrality only and, where the context refers to a single individual, shall be interpreted in the singular regardless of gender.

4. The Participant acknowledges that they are 18 years of age or older and have the legal capacity to enter into this agreement.

Description of Risks

5. The Participant understands and acknowledges that:

- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, loss of life, peer conflict, and emotional distress.
- b) The Organization has a difficult task to ensure safety, and it is not infallible. The Organization may be unaware of the Participant's fitness, abilities, undisclosed health conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

6. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Participant hereby acknowledges that they are aware of the risks, dangers and hazards and that they may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

a) General Risks Applicable to All Areas of the Facility

- i. Exposure to and transmission of bacterial, viral, or fungal infections, rashes, and other contagious or communicable illnesses, including but not limited to the common cold;
- ii. Aggravation of pre-existing medical conditions;
- iii. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;



- iv. Bodily injury, including but not limited to abrasions, bruises, choking, concussions or other head injuries (including but not limited to closed head injury and blunt head trauma), sprains, strains, fractures, dislocations, swelling, difficulty breathing, paralysis, spinal cord injuries that may result in permanent disability, serious injury to bones, joints, ligaments, muscles, tendons, or other aspects of the Participant's body, loss of consciousness, or death resulting from the listed Activities;
- v. Physical and verbal disputes amongst the different participants;
- vi. Emotional distress and other psychological injuries;
- vii. Privacy breaches, hacking, technology malfunction or damage;
- viii. Reliance on the Organization's camera monitoring and/or parent-notification system, including delayed, inaccurate, incomplete, or interrupted video feeds or notifications, connectivity or technology failure, and the fact that such system is a supplementary aid and not a substitute for direct supervision;
- ix. Unauthorized photography/videography by third parties;
- x. Physical contact with other participants, other persons present at the facility, equipment, structures and surfaces, and other hazards;
- xi. Failure to act safely, responsibly, respectfully, or within the Participant's ability or within designated areas;
- xii. Administration of, or failure or delay in administering, first aid, emergency response, or medical assistance by the Organization's staff, contractors, or volunteers, including any physical contact, use of supplies or equipment, or decisions regarding escalation to emergency services, that may result in injury, aggravation of existing conditions, allergic reactions, or exposure to infection;
- xiii. Negligence of other persons, including other parents/guardians, participants, officers, employees, volunteers, affiliates;
- xiv. Loss, damage, or mix-up of personal property or belongings;
- xv. Motor vehicle collisions in parking areas or on adjacent roadways;
- xvi. Re-identification of de-identified data, if any;
- xvii. Slips, trips, and falls on floors, stairs, or other surfaces;

b) **Risks Specific to the Playground Area:** The Participant acknowledges that entering the playground area – whether to supervise, assist a child, or play – carries inherent risks similar to those faced by minors



- i. Falls from climbing structures, slides, platforms, or other equipment, which may result in sprains, strains, fractures, dislocations, concussions, or other head injuries (including closed head injury and blunt head trauma), spinal cord injuries, permanent paralysis, or death;
- ii. Collisions with other minors, adults, structures, or equipment;
- iii. Entrapment or entanglement hazards from loose clothing, drawstrings, jewelry, or other items becoming caught on equipment;
- iv. Impact injuries from balls, foam pieces, or other play items;
- v. Friction burns from slides or other equipment;
- vi. Bacterial, viral, or fungal infections from shared surfaces and equipment;
- vii. Choking hazards from small parts, toys, or items brought into the play area;
- viii. Not wearing appropriate safety equipment, such as socks or footwear where required;
- ix. Overcrowding and inadequate supervision by parents or guardians;
- x. Inappropriate or unsafe use of equipment by the Participant or others;
- xi. The Participant acknowledges that the playground equipment is primarily designed for children, and adults entering the play structure may face additional risks due to their larger size and weight, including increased stress on equipment and increased risk of injury from falls or awkward movements;
- xii. The Participant acknowledges that reaching for, catching, or lifting children while on or near playground equipment may result in strains, sprains, or other musculoskeletal injuries;

c) Risks Specific to the Delight Zone, Dining Areas, and Food and Beverages

- i. Allergic reactions, including anaphylaxis, to common allergens (e.g. peanuts, tree nuts, dairy, eggs, soy, shellfish, sesame, and other allergens) that may be present in food served, prepared, or consumed in the Delight Zone;
- ii. Foodborne illness from consumption of contaminated or improperly prepared food, resulting in nausea, vomiting, diarrhea, gastrointestinal distress, or more serious illness;
- iii. Choking hazards from consumption of foods that pose a choking risk, particularly for younger children (e.g. whole grapes, nuts, hot dogs);
- iv. Scalds and burns from hot food, hot beverages, or heated serving equipment;
- v. Cuts or abrasions from food preparation tools, utensils, glassware, or broken containers;



- vi. Cross-contamination of allergens or pathogens through shared surfaces, utensils, or equipment;
- vii. Slips, trips, and falls from spilled food or beverages on floors;
- viii. Illness or injury from exposure to food contaminated by pests;
- ix. Consumption of food stored at incorrect temperatures, leading to bacterial growth and foodborne illness;
- x. Illness resulting from food prepared or served by staff who have not followed proper hygiene practices (e.g. inadequate handwashing);
- xi. Failure to accommodate known dietary restrictions, allergies, or intolerances despite posted notices, resulting in adverse health effects;
- xii. Overconsumption of food or beverages, leading to stomach upset or other digestive issues;

d) Risks Specific to the Nail Salon Area

- i. Allergic reactions (contact dermatitis) to nail products, including but not limited to acrylates, formaldehyde resin, polishes, removers, glues, or other chemicals, resulting in redness, itching, swelling, or skin irritation;
- ii. Nail damage, including but not limited to thinning, brittleness, discoloration, or deformity of the natural nail plate;
- iii. Bacterial or fungal infections from cuticle trimming, filing, or breaks in the skin, which may result in pain, swelling, redness, or more serious complications;
- iv. Minor cuts, abrasions, or trauma to the skin or nail bed from tools such as files, buffers, cuticle cutters, or clippers;
- v. Respiratory irritation, headaches, or dizziness from inhalation of chemical fumes (e.g. acetone, formaldehyde) in an enclosed space;
- vi. Ingestion of small parts, polish, or other materials;
- vii. Use of equipment or products by the Participant or others that have not been properly sanitized; and
- viii. Allergic reactions to products used on other participants that may transfer through shared surfaces.

7. The Participant acknowledges that:

- a) The risks described above are not exhaustive and that other unknown or unforeseeable risks may exist;



- b) The Participant's access to each area is voluntary and undertaken with full knowledge of these risks;
- c) It is the Participant's sole responsibility to determine whether their physical, mental, and emotional condition is appropriate for access to any area of the facility; and
- d) The Participant has been given the opportunity to ask questions and seek clarification about any risks described in this Agreement.

Terms

8. In consideration of the Organization allowing the Participant to be present at and use the facility, the Participant agrees to the following:

- a) Only use or participate in Activities at the facility if their physical, mental and emotional condition is appropriate for participation in the Activities;
- b) Not use or participate at the facility if they are on medication or undergoing any other treatment that may affect their safe participation in the Activities;
- c) That when at the facility, the Participant is responsible for their own behaviour and supervision of any minors in their care;
- d) Comply with the rules, regulations, and instructions of the Organization and the facility, including those relating to participation in the Activities and the use of equipment and space;
- e) Act in a respectful and responsible manner towards the Organization and other individuals;
- f) Remove themselves and minors under their supervision from situations where they observe an unusual significant hazard or risk and bring such hazard or risk to the attention of an Organization representative immediately; and
- g) THAT IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY TO DETERMINE WHETHER ANY AREA OF THE FACILITY IS SUITABLE FOR THEM, AND TO ASSESS THE RISKS ASSOCIATED WITH THEIR PRESENCE AT THE FACILITY. BY THE PARTICIPANT BEING PRESENT AT THE FACILITY OR ENGAGING IN ONE OR MORE OF THE ACTIVITIES, THE PARTICIPANT ACKNOWLEDGES, REPRESENTS, WARRANTS, AND ACCEPTS THE SUITABILITY OF THE RISKS AND CONDITIONS OF THE ACTIVITIES;
- h) THE PARTICIPANT REPRESENTS AND WARRANTS THAT ALL MEDICAL CONDITIONS, ALLERGIES (INCLUDING FOOD ALLERGIES), BEHAVIOURAL CONCERNS, MEDICATIONS, DIETARY RESTRICTIONS, SPECIAL NEEDS, EMERGENCY MEDICAL INFORMATION, AND ANY OTHER INFORMATION RELEVANT TO THE PARTICIPANT'S SAFE PARTICIPATION IN THE ACTIVITIES HAVE BEEN FULLY AND ACCURATELY



DISCLOSED TO THE ORGANIZATION, AND AGREES TO PROMPTLY NOTIFY THE ORGANIZATION OF ANY CHANGES;

- i) In the event of illness, injury, accident, or medical emergency involving the Participant, the Participant authorizes, but does not require, the Organization to administer first aid where the Organization, in its sole discretion, determines it is reasonable and appropriate to do so. Where further care is deemed reasonably necessary, the Participant further authorizes the Organization to obtain medical treatment, transportation, and emergency services. The Participant acknowledges that the Organization is under no contractual obligation to administer first aid, provide medical care, or maintain trained first-aid personnel or supplies on-site. The Participant agrees to be responsible for all associated costs;
- j) The Participant acknowledges that the Organization is relying on the representations made in this Section 8 in agreeing to allow the Participant to take part in the Activities; and
- k) The Organization reserves the right, in its sole discretion, to remove the Participant from any Activity for unsafe, disruptive, or inappropriate conduct, without refund.

9. In consideration of the Organization allowing the Participant to be present, the Participant agrees that:

- a) The Participant is not relying on any oral or written statements made by the Organization, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
- b) THE PARTICIPANT SHALL BE RESPONSIBLE FOR AND REIMBURSE THE ORGANIZATION FOR ANY LOSS, DAMAGE, DESTRUCTION, COST, OR EXPENSE ARISING FROM OR RELATING TO ANY ACT, OMISSION, NEGLIGENCE, MISCONDUCT, OR BREACH OF RULES BY THE PARTICIPANT THAT CAUSES OR CONTRIBUTES TO LOSS OF OR DAMAGE TO PROPERTY OF THE ORGANIZATION, OTHER PARTICIPANTS, LANDLORDS, CONTRACTORS, SUPPLIERS, VISITORS, OR OTHER THIRD PARTIES;
- c) THE PARTICIPANT HEREBY REMISES, RELEASES AND FOREVER DISCHARGES THE ORGANIZATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CAUSES OF ACTION, DEMANDS OR LIABILITIES OF ANY NATURE WHATSOEVER THAT THE PARTICIPANT MAY HAVE ARISING OUT OF OR RELATING TO THEIR PARTICIPATION IN THE ACTIVITIES, AND WHETHER ARISING FROM NEGLIGENCE, MISJUDGMENT, ACCIDENT OR OTHERWISE, EXCEPT TO THE



EXTENT SUCH RELEASE IS PROHIBITED BY APPLICABLE LAW. THIS RELEASE INCLUDES, WITHOUT LIMITATION, CLAIMS ARISING FROM:

- i. PHYSICAL INJURY;
 - ii. EMOTIONAL OR PSYCHOLOGICAL INJURY;
 - iii. REPUTATIONAL HARM;
 - iv. FINANCIAL OR ECONOMIC LOSS;
 - v. TORTIOUS CONDUCT;
 - vi. CONTRACTUAL OR QUASI-CONTRACTUAL RIGHTS;
 - vii. INTELLECTUAL PROPERTY RIGHTS, INCLUDING MORAL RIGHTS;
 - viii. PRIVACY OR DATA-RELATED HARM; AND
 - ix. ANY CLAIMS RELATING TO DEATH, PROPERTY DAMAGE, OR OTHER LOSS;
- d) THE PARTICIPANT ACKNOWLEDGES THAT THE ASSUMPTION OF RISK SET OUT IN SECTIONS 5 AND 6 IS A MATERIAL PART OF THIS AGREEMENT, AND THAT THE PARTICIPANT IS VOLUNTARILY ASSUMING THOSE RISKS IN EXCHANGE FOR BEING PERMITTED TO ACCESS THE FACILITY, PARTICIPATE IN THE ACTIVITIES, AND USE THE ORGANIZATION'S SERVICES, IN ADDITION TO THE RELEASE OF LIABILITY CONTAINED HEREIN.
- e) THE PARTICIPANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ORGANIZATION FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, REASONABLE LEGAL FEES AND DISBURSEMENTS ARISING DIRECTLY OR INDIRECTLY FROM:
- i. THE PARTICIPANT'S ACTS OR OMISSIONS;
 - ii. THE PARTICIPANT'S BREACH OF ANY RULES OR POLICIES; OR
 - iii. ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY CAUSED OR CONTRIBUTED TO BY THE PARTICIPANT.
- f) The Participant acknowledges having had the opportunity to seek independent legal advice prior to signing this Agreement, and confirms that they are signing voluntarily and with full understanding of its terms, whether or not such advice was sought.

General

10. The Participant agrees that in the event that they file a lawsuit against the Organization, they agree to do so solely in the courts of the province of Ontario, Canada, and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

11. The Participant agrees that an electronic signature applied to this Agreement, including a typed name, checked box, or digitally applied signature, shall have the same legal effect as an original handwritten signature.



12. The Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

13. The Participant acknowledges that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print):

Signature of Participant:

Date:
