

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

I, _____ (the “**Licensee**” referred to as “**I**” or “**me**”), desires to enter the premises of NMP Holdings Ltd. doing business as Vancouver Lookout (the “**Licensor**”) located at 2000-555 West Hastings Street (the “**Premises**”) for the purpose of a private event (the “**Event**”). As lawful consideration for being permitted by the Licensor to be on the Premises and engage in the Event, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

1. I understand and accept there is risk of loss or damage to property belonging to me or my officers, invitees, agents, contractors or employees (the “**Licensee Group**”) including any loss or damage caused by theft, breakage, steam, water, rain, snow or attributable to electric or other wiring or caused by smoke, by attending the Premises and participating in the Event.
2. I understand and accept there is risk of serious illness, permanent disability, injury or death, including the risk of contracting the 2019 novel coronavirus disease (“**Covid-19**”), by attending the Premises and participating in the Event.
3. I am aware of the highly contagious nature of bacterial and viral diseases including Covid-19 and the risk that the Licensee Group may be exposed to or contract Covid-19 or other infectious diseases by being on the Premises and participating in the Event.
4. I understand that while the Licensor has implemented preventative measures to reduce the spread of Covid-19, the Licensor cannot guarantee that I or the Licensee Group will not become infected with Covid-19 or other infectious diseases while on the Premises and participating in the Event and that being on the Premises and participating in the Event may increase the risk of contracting Covid-19 or other infectious diseases.
5. I understand and acknowledge that the risks outlined at paragraphs 1-3 may result from or be compounded by the actions, omissions, or negligence of others, including the Licensor and its employees.

I UNDERSTAND AND AGREE, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT BY SIGNING THIS DOCUMENT I AGREE AS FOLLOWS:

1. WITHOUT ANY QUALIFICATION WHATSOEVER, I ASSUME ALL RISKS associated with my attendance at the Premises and participation in the Event, including loss of or damage to any property belonging to me or the Licensee Group, serious illness, permanent disability, injury, death or contracting Covid-19 or other infectious diseases arising in any way, even if such risks arise in any way from any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING



UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT*, by any persons, entities or organizations associated in any way with the Licensor, or any one or more of them and their respective directors, officers, employees, volunteers, guides, contractors, agents and representatives (collectively, the “**Releasees**”);

2. I PROVIDE A FULL AND FINAL RELEASE AND WAIVER OF ALL LIABILITY AND ALL CLAIMS that I have or may have in the future, against the Releasees, from any and all liability for any loss, damage, injury, death, and/or expense, including contracting Covid-19 or other infectious diseases, that I may suffer as a result of my attendance at the Premises or participation in the Event in any capacity, due to any cause whatsoever and arising in any way, including any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES;

3. I AGREE NOT TO SUE THE RELEASEES OR ANY OTHER PERSON OR ORGANIZATION for any loss, damage, injury, death, and/or expense, including contracting Covid-19 or other infectious diseases, arising in any way, and whether directly or indirectly related to my attendance at the Premises or participation in the Event;

4. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from any liability, loss, damage, claim, demand, fine, action, award, cost, or expense including legal fees, of any form or type whatsoever, they may incur due to any claim made against them by the Licensee Group, whether such claim is based on any act, omission recklessness, negligence, gross negligence, breach of contract, statute, bylaw, federal or provincial regulation or order, or any other breach of duty whatsoever of the Releasees; and

5. I agree this Agreement is governed by the laws and in the courts of the Province in which the Premises are located and the Event occurs.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT 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 THE LICENSOR AND THE RELEASEES.

Date

Signature of Licensee

Signature and Printed Name of Witness

Printed Name of Licensee

