

**FASCAPPLE GLASS LTD.
WAIVER AND RELEASE OF LIABILITY (the "Agreement")**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE OR CLAIM COMPENSATION FOR YOURSELF AND/OR THE MINOR(S), AS
APPLICABLE**

PLEASE READ CAREFULLY!

This Agreement affects your legal rights. By placing your signature below, you acknowledge that you have read and understood the disclosures of Risks (as defined below), voluntarily accept those Risks, and agree to be bound by all terms of this Agreement.

My signature acknowledges that I or the minor(s) for whom I am a legal guardian (collectively referred to as "**I**", "**me**", or "**my**") have voluntarily chosen to participate in the Activities and to use the Studio (as defined below). I understand my participation in the Activities and the use of the Studio is expressly subject to my giving a full and complete waiver and release as set forth in this Agreement.

In consideration of the permission to participate in the Activities and use of the Studio, I hereby agree, on behalf of myself, my heirs, assigns, personal representatives, agents and estate, with **Fascapple Glass Ltd. ("Fascapple")** and Fascapple's officers, directors, employees, contractors and invitees (collectively referred to as the "**Released Persons**"), as follows:

DEFINITIONS: In this Agreement:

"Activities" means the range of activities, programs or services that may be provided by Fascapple from time to time for glass blowing and related activities done at the Studio.

"Work" means all glass work (which includes, without limitation, all art) produced by Fascapple or any of the artists working in the Studio from time to time including, without limitation, any artists working on behalf of or for Fascapple or otherwise.

"Equipment" means any of the equipment located in the Studio from time to time including, without limitation, the furnace, the glory holes, the annealers, the glass blowing pipes, punties and all other tools and equipment located in the Studio from time to time.

"Studio" means the glass blowing studio located at Unit 104, 7865 56 Street SE, Calgary, Alberta T2C 5S7 and any other premises occupied by Fascapple, now or in the future, and all property available for use by Fascapple adjacent to the Studio and any equipment located in the Studio.

"Health Event" means any public health emergency declared by any relevant public health authority in Alberta or Canada, caused by any pathogen, whether viral, bacterial, or any other harmful biological or physical agent that may be detrimental to human health, including, without limitation, severe acute respiratory syndrome (SARS), Middle East respiratory syndrome (MERS), or coronavirus infectious disease 2019 (COVID-19), including, without limitation, any mutations to any of them.

"Risks" means any risks, liability, dangers and hazards arising from or out of participation in the Activities and the use of the Studio, whether known or unknown, that may result in, without limitation, any claims, actions, damages, losses and other liabilities and costs (including, without limitation, legal fees on a solicitor and own client full indemnity basis and those costs in connection with bodily injury (including without limitation death of or injury to any third party), personal injury (including without limitation burns and disfigurement), illness, discomfort or disease (including, without limitation, respiratory illness, short and long-term health complications, treatment risks, dangers, hazards or complications, increased risk to one's health due to an underlying medical condition, whether known or unknown, isolation or quarantine requirements, transmission to others, or otherwise), third party losses, consequential loss (including,

without limitation, economic loss, medical costs, and the physical, legal and financial consequences of same), damage to me, to the minor(s) (as applicable), or our respective heirs, next-of-kin, executors, administrators, assigns and representatives, or property damage to any of the foregoing individuals' property.

MY CONFIRMATION: I confirm on behalf of myself, and/or on behalf of the minor(s) (as applicable), that currently, and in the last 14 days, I have not, and/or the minor(s) (as applicable) has not experienced any of the symptoms associated with a Health Event nor to my knowledge have I been in contact with anyone who has exhibited symptoms of a Health Event or is being evaluated or has been confirmed with a Health Event. I confirm on behalf of myself, and/or on behalf of the minor(s) (as applicable), that I am, and/or the minor(s) (as applicable) is, following recommended guidelines of the Province of Alberta as much as possible to limit my exposure, and/or the minor(s)'s (as applicable) exposure, to a Health Event. I understand that if I develop, and/or the minor(s) (as applicable) develops, any symptoms associated with a Health Event or otherwise feeling unwell that I will, and/or the minor(s) will, refrain from attending the Studio and participating in Activities.

MY ACKNOWLEDGMENTS: I ACKNOWLEDGE that:

1. My, and/or the minor(s) (as applicable), use of the Studio and participation in the Activities bear certain Risks and those Risks may result in claims against the Released Persons.
2. I must follow, and/or the minor(s) (as applicable) must follow, the safety and hygiene protocols that have been implemented by Fascapple, that are required by law and that are posted online from time to time.
3. My, and/or the minor(s) (as applicable), use of or attendance at the Studio may increase the risk of exposure to or contracting a Health Event. Regardless of health screening and other safety protocols, such as enhanced sanitization, the Released Persons cannot eliminate the possible incident of a Health Event at the Studio and cannot be held responsible for any such incident.
4. I agree to follow the Studio Etiquette and Safety and if I and/or the minor(s) (as applicable) fail to do so or if any behaviour of mine or the minors places others at risk, such action may result in immediate termination of rights to use the Studio, at the sole discretion of the Released Persons, and, in the event of such termination, no portion of any payments made to Fascapple shall be refundable under such circumstances.

MY VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ALL THE RISKS, IN EXCHANGE FOR BEING PERMITTED THE RIGHT TO PARTICIPATE IN THE ACTIVITIES AND USE THE STUDIO.

MY RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: I EXPRESSLY AND VOLUNTARILY RELEASE AND FOREVER DISCHARGE THE RELEASED PERSONS FROM ANY AND ALL RISKS.

INDEMNITY: I FURTHER AGREE TO BE LIABLE FOR AND HEREBY INDEMNIFY AND SAVE HARMLESS THE RELEASED PERSONS FROM AND AGAINST ALL RISKS AND THE COST RELATED TO ANY DAMAGE TO EQUIPMENT OR WORK HOWSOEVER CAUSED.

CONSENT TO ELECTRONIC SIGNATURE, TRANSACTING AND COMMUNICATIONS: If this Agreement is signed and delivered electronically, I expressly consent to: (1) the use of electronic signatures and acknowledge that by applying my electronic signature to this Agreement I am bound to the provisions of this Agreement; (2) having a record of this Agreement being made available to me exclusively in electronic form; and (3) the Released Persons sending me an electronic copy of this signed Agreement by email so that I may retain such a copy for future reference.

GENERAL: I understand that this Agreement cannot be modified or changed in any way by the representations or statements of the Released Person or any employee or agent of the Released Persons, or by the undersigned. This Agreement is binding on and shall ensure to the benefit of me and my heirs, next-of-kin, executors, administrators, assigns and representatives, and the Released Persons and their successors and assigns. This Agreement 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 Agreement may be brought only in the courts of the Province of Alberta, in the Judicial Centre of Calgary and I hereby consent to the exclusive jurisdiction of such courts. THIS AGREEMENT, AND THE ACKNOWLEDGMENTS, ASSUMPTIONS, RELEASES AND INDEMNITIES CONTAINED HEREIN WILL APPLY TO ALL CURRENT AND FUTURE PARTICIPATION IN THE ACTIVITIES OR USE OF THE STUDIO OR FROM ANY HEALTH EVENT EXPOSURE.

I AM OLDER THAN 18 YEARS OF AGE AND 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, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES), INCLUDING THE RIGHT TO BRING ANY ACTION AT LAW, SUIT IN EQUITY, OR OTHER JURISDICTIONAL PROCEEDING AGAINST THE RELEASED PERSONS, OR MAKE ANY CLAIM FOR DAMAGES, INJURY OR DEATH ARISING FROM THE RISKS. [Not applicable for minors.]

[If the person signing is a minor, the portion below must be signed by the parent or guardian of the minor.]

Signature (on line)

Name (print):

Date:

CONSENT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the above named minor, and have the capacity to execute documents on behalf of such minor. I understand that in order for a minor to participate in the Activities or use the Facilities the parent or legal guardian of the minor participant must sign this Agreement. I am signing this Agreement, freely, without any fraud or duress and acknowledge that I have read and understand the terms of this Agreement. For certainty, in the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify the Released Persons, if any litigation is instituted, for any costs (including, without limitation, legal costs on a solicitor and own client full indemnity basis) and liability as a result of any Risks. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this Agreement.

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE AND I ACKNOWLEDGE AND AGREE THAT: (A) I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT; AND (B) I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF OF SUCH MINOR (AND ON BEHALF OF SUCH MINOR'S HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES), INCLUDING THE RIGHT TO BRING ANY ACTION AT LAW, SUIT IN EQUITY, OR OTHER JURISDICTIONAL PROCEEDING AGAINST THE RELEASED PERSONS, OR MAKE ANY CLAIM FOR DAMAGES, INJURY OR DEATH ARISING FROM THE RISKS. I FURTHER AGREE TO INDEMNIFY AND SAVE HARMLESS THE RELEASED PERSONS AGAINST ANY AND ALL RISKS, INCLUDING ANY CLAIM BROUGHT BY THE MINOR AGAINST THE RELEASED PERSONS.

Signature of Parent/Guardian (on line)

Name (print):

Date: