

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Lewiston Pump Track Grand Opening | September 19, 2026

Event Details

Event Name	Lewiston Pump Track Grand Opening
Date	Saturday, September 19, 2026
Time	12:00 p.m. to 4:00 p.m.
Location	113 Lewiston Blvd. NE, Calgary, Alberta T3P 0T7
Organizer	Lewiston Lands Limited Partnership

IMPORTANT — PLEASE READ CAREFULLY BEFORE SIGNING

This Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this **"Agreement"**) is a legally binding contract. By signing below, you (the **"Participant"**, and where applicable the parent or legal guardian signing on behalf of a minor) agree to the terms set out in this Agreement in consideration of being permitted to attend or participate in the event described above (the **"Event"**) hosted and organized by Lewiston Lands Limited Partnership (the **"Organizer"**). **If you do not agree to these terms, do not sign this Agreement and do not participate in or attend the Event.**

1. Definitions and Interpretation

1.1 In this Agreement:

- **"Participant"** means the individual signing this Agreement (or, if the individual is under the age of majority in Alberta, the minor on whose behalf a parent or legal guardian has signed), and includes any person attending the Event, whether actively riding or spectating.
- **"Released Parties"** means Lewiston Lands Limited Partnership, Lewiston Lands GP Inc., Genesis Land Development Corp., Genesis Builders Group Inc., McKee Homes Ltd., and Sterling Homes Ltd., their affiliates, parents, subsidiaries, related corporations and their respective employees, directors, officers, shareholders, representatives, servants, agents, successors and assigns.

- "Activities" means any activity, participation, presence, or conduct at, in connection with, or in the vicinity of the Event, including without limitation riding, spectating, demonstrating, attending demonstrations, and participating in games, contests, or other programming.

1.2 References to the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

2. Acknowledgment and Assumption of Risk

2.1 The Participant acknowledges and understands that the Activities are inherently dangerous and involve risks of property damage, personal injury (minor, serious, or catastrophic), permanent disability, and death.

2.2 The Participant acknowledges that such risks include, without limitation:

- riding BMX bikes, scooters, or similar devices on a pump track, including loss of control, ejection from the device, and impact with the track surface;
- falls, tipping, and collisions with other participants, spectators, obstacles, fixtures, or the track itself;
- uneven, wet, loose, slippery, or otherwise changing surface conditions;
- weather conditions, including rain, wind, heat, cold, lightning, and the effects of weather on the track surface and surrounding grounds;
- equipment failure, defect, inadequacy, or misuse, whether of equipment owned by the Participant or otherwise;
- spectating near or in active riding areas, including being struck by a rider, equipment, or debris;
- the actions, inactions, negligence, or omissions of other participants, riders, attendees, volunteers, contractors, or third parties;
- negligent first aid or emergency response; and
- any other risk inherent in, or reasonably foreseeable from, attendance at or participation in the Event.

2.3 The Participant freely and voluntarily ASSUMES ALL SUCH RISKS, both known and unknown, and accepts full responsibility for any injury, loss, damage, cost, or expense resulting from participation in or attendance at the Event.

3. Fitness to Participate

3.1 The Participant represents and warrants that they are in good health and physical condition, have no medical condition, injury, or impairment that would make participation unsafe, and are fully capable of participating in the Activities they choose to undertake.

3.2 The Participant is solely responsible for determining their own fitness and ability to participate, for choosing which Activities to undertake, and for stopping or withdrawing from any Activity if it becomes unsafe or beyond their ability. The Organizer makes no representation as to the suitability of the Event for any particular Participant.

4. Safety Equipment and Conduct

4.1 The Participant acknowledges that use of appropriate safety equipment is required while riding on the pump track, including, at a minimum, a properly fitted helmet (CSA, CPSC, ASTM, or Snell-approved), and strongly recommends the use of additional protective gear such as gloves, elbow pads, knee pads, and closed-toe footwear.

4.2 The Participant is solely responsible for providing, inspecting, and properly using their own equipment and safety gear and for ensuring that it is in good working condition and appropriate for the Activities. The Organizer does not inspect, maintain, or warrant any equipment used by the Participant.

4.3 The Participant agrees to: (a) follow all Event rules, including, without limitation, posted signage, and reasonable instructions given by the Organizer, its staff, volunteers, or contractors; (b) ride or spectate only in designated areas; (c) conduct themselves in a safe, courteous, and sober manner; and (d) immediately cease participation if asked to do so by Event personnel.

5. Release and Waiver of Liability

5.1 In consideration of being permitted to attend and participate in the Event, the Participant, on their own behalf and on behalf of their heirs, executors, administrators, personal representatives, next-of-kin, successors, and assigns, hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the Released Parties from any and all liability, claims, demands, actions, causes of action, costs, expenses (including legal fees), damages, and losses of any kind or nature, whether known or unknown, arising out of or in any way connected with the Activities or the Participant's presence at the Event, including, without limitation, to the fullest extent permitted by law, any such liability, claim, or loss caused or alleged to have been caused by the negligence, breach of contract, breach of any statutory or other duty of care (including any duty of care under the *Occupiers' Liability Act (Alberta)*), negligence, or other fault of any of the Released Parties.

5.2 The Participant understands that by signing this Agreement they are giving up substantial legal rights, including the right to sue the Released Parties, and that this release is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta.

5.3 Nothing in this Agreement shall operate to release, limit, or exclude any liability that cannot lawfully be released, limited, or excluded under applicable law.

6. Indemnity

6.1 The Participant agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable legal fees on a solicitor-and-own-client basis) brought by or on behalf of the Participant, the Participant's family, or any third party, arising out of or in any way connected with the Participant's Activities, conduct, acts, or omissions at the Event, or out of any breach by the Participant of this Agreement.

7. Medical Emergency Authorization

7.1 The Participant authorizes the Organizer and its personnel, in the event of injury, illness, or medical emergency and where the Participant is unable to consent, to secure such first aid, medical treatment, ambulance transportation, or hospitalization as may be deemed advisable by qualified personnel, at the Participant's sole cost and expense.

7.2 The Participant acknowledges that the Organizer is not obligated to provide medical care and that any first aid or emergency response provided by the Organizer, its staff, volunteers, or contractors is provided in good faith and on a best-efforts basis. The Released Parties shall not be liable for any act or omission in connection with any such care or response, to the fullest extent permitted by law.

8. Photo, Video, and Media Release

8.1 The Participant grants to the Organizer and its affiliates, and their respective successors, assigns, and licensees, the irrevocable, royalty-free, perpetual, worldwide right and licence to photograph, film, record, and otherwise capture the Participant's image, likeness, voice, and statements at the Event, and to use, reproduce, edit, adapt, publish, display, distribute, and broadcast any such images or recordings, in whole or in part, in any media now known or hereafter devised, for any promotional, marketing, advertising, editorial, educational, internal, or other lawful purpose of the Organizer.

8.2 The Participant waives any right to inspect or approve the finished product or any use to which it may be applied, and waives any claim for compensation, royalty, or any right of privacy or publicity arising from such use. Where the Participant is a minor, the parent or legal guardian grants this release on the minor's behalf.

9. Minors — Parent or Legal Guardian Consent

9.1 Where the Participant is under the age of majority in Alberta, this Agreement must be signed by a parent or legal guardian. By signing below on behalf of a minor, the parent or legal guardian represents and warrants that they have full legal authority to do so and: (a) consents to the minor's participation in the Event and the Activities; (b) agrees to all of the terms of this Agreement on the minor's behalf and on their own behalf; (c) releases and indemnifies the Released Parties as set out in this Agreement; and (d) agrees to be personally bound by, and to cause the minor to comply with, this Agreement.

9.2 The parent or legal guardian acknowledges that they are responsible for supervising the minor at the Event and for ensuring that the minor wears and uses appropriate safety equipment and follows all Event rules and instructions.

10. Governing Law and General Provisions

10.1 Governing Law. 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. The Participant irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or in connection with this Agreement.

10.2 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and

effect, and the invalid provision shall be deemed modified to the minimum extent necessary to render it enforceable while preserving the parties' intent to the greatest extent permitted by law.

10.3 Enforceability. The Participant acknowledges having had the opportunity to read this Agreement in full, to ask questions about its terms, and to seek independent legal advice before signing. The Participant is signing this Agreement freely, voluntarily, and without duress, and intends this Agreement to be a complete and unconditional release and assumption of risk to the fullest extent permitted by law.

10.4 Binding Effect. This Agreement shall be binding upon and enure to the benefit of the Participant, the Released Parties, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior understandings or representations, whether oral or written, relating to the Event.

10.6 No Waiver. No failure or delay by the Organizer in exercising any right under this Agreement shall operate as a waiver of that right.

10.7 Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

Acknowledgment and Signature

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE), AND SIGN IT FREELY AND VOLUNTARILY.

Participant

Printed Name of Participant

Date (YYYY-MM-DD)

Signature of Participant

Age (if under 18)

Emergency Contact Name

Emergency Contact Phone

Parent or Legal Guardian (Required if Participant is Under 18)

I am the parent or legal guardian of the minor Participant named above. I have read and understood this Agreement, I consent to the minor's participation in the Event, and I agree, on the minor's behalf and on my own behalf, to be bound by all of its terms, including the release, waiver, assumption of risk, indemnity, and media release provisions.

Printed Name of Parent or Legal Guardian

Date (YYYY-MM-DD)

Signature of Parent or Legal Guardian

Phone Number

Relationship to Minor Participant