ACKNOWLEDGMENT OF RISK AND WAIVER OF LIABILITY

Outdoor Services and Equipment Rentals | **Revised September 2026**

IMPORTANT: PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS FOR INJURY, DEATH, PROPERTY DAMAGE OR LOSS.

This Acknowledgment of Risk and Waiver of Liability (the "Waiver") applies to outdoor foam parties, bubble parties, Foam Blaster and Mega Cannon packages, Foam-To-Go rentals, related add-ons, and other outdoor services or equipment identified in the applicable booking confirmation or invoice (collectively, the "Services").

In this Waiver, "Foam Fiesta" means J.S. Productions - Electronic Music Events Inc., operating as Foam Fiesta, together with its directors, officers, employees, contractors, agents, volunteers, successors and assigns. "Customer" means the person submitting the booking and, where applicable, the organization on whose behalf that person acts. "Participants" means all persons attending, observing or taking part in the Services.

Customer authority and scope

The Customer confirms that they are at least 19 years old, have legal capacity to accept this Waiver, and are authorized to make the booking. If booking for a school, municipality, business, association, community group or other organization, the Customer confirms that they are authorized to accept these terms on its behalf.

The Customer understands that accepting this Waiver does not necessarily waive legal rights belonging independently to another adult, a minor or another participant where the law requires that person's separate consent. The Customer remains responsible for communicating all applicable safety rules and event notices to Participants and to parents or guardians, as appropriate.

Booking details, payment and changes

The package, date, service period, location, price, deposit and other booking-specific details are those shown in the accepted quote, booking confirmation or invoice. A booking is not secured until Foam Fiesta has accepted it and the required deposit has been received. Unless the invoice states otherwise, the remaining balance is due at the event, upon delivery, or before Foam-To-Go equipment is released for pickup.

Package reductions, time reductions and material changes requested after confirmation are subject to availability and Foam Fiesta's approval. Additional time, travel, waiting, cleaning, damage, missing items or services requested beyond the confirmed booking may be invoiced separately.

Cancellation and rescheduling

- Foam Blaster 1, Foam-To-Go and Bubble Party bookings: the deposit is refundable when cancellation is received at least 48 hours before the scheduled event.
- Foam Blaster 2 and Mega Cannon bookings: the deposit is refundable when cancellation is received at least 30 days before the scheduled event.
- When cancellation occurs inside the applicable refund period, the deposit is non-refundable but may be transferred once to another available date within the same operating season, provided at least 24 hours' notice is given.
- Cancellations or postponements with less than 24 hours' notice may result in loss of the deposit and any incurred travel, staffing, preparation or other non-recoverable costs.

Weather conditions can change quickly. The Customer must monitor local conditions and communicate promptly. Foam Fiesta may delay, pause, modify or stop Services when, in its reasonable judgment, lightning, severe weather, unsafe ground, inadequate utilities or another hazard makes operation unsafe. Any refund, rescheduling credit or additional cost will be determined under the applicable booking terms and the circumstances, including expenses already incurred.

Site access, utilities and Customer responsibilities

The Customer must provide accurate site information and a safe, accessible operating area. Unless Foam Fiesta confirms otherwise in writing, the Customer is responsible for:

- obtaining venue, property-owner and municipal permissions and any required permits;
- providing suitable access for Foam Fiesta's vehicle, trailer, equipment and staff, together with sufficient setup and teardown time;
- providing the water connections and dedicated electrical circuits specified for the selected package, at the distances stated in the booking confirmation;
- ensuring that outlets, extension routes, faucets, hoses, drainage, ground conditions and the operating area are safe and suitable;
- identifying underground irrigation, utilities, obstacles, fragile surfaces and other site hazards before setup; and
- keeping unauthorized persons away from the setup, equipment, controls, cables, hoses, barrels and staff work areas.

Package requirements vary. The Customer must review the requirements shown in the booking confirmation and advise Foam Fiesta before the event if the required water, power, access or space may not be available. Foam Fiesta is not responsible for reduced performance, delays or inability to operate caused by inadequate or interrupted Customer-supplied utilities or unsuitable site conditions.

Strict prohibition: foam in swimming pools

STRICTLY PROHIBITED - DROWNING AND VISIBILITY HAZARD: Foam must never be sprayed, discharged or allowed to accumulate in any swimming pool, wading pool, hot tub, spa or other body of water used for swimming. Foam on the water's surface could conceal a child or other person who is submerged or in distress and could delay supervision or rescue. The Customer must locate and operate customer-controlled equipment a safe distance from every pool and prevent foam from entering the water. For customer-operated rentals, the Customer is responsible for complying with this prohibition and providing continuous adult supervision. Foam Fiesta may refuse or immediately stop the Services when this requirement cannot be met.

Arrival, delivery and pickup

The Customer or an authorized representative must be available at the agreed arrival, delivery or pickup time. If that person is more than 30 minutes late or Foam Fiesta cannot reasonably access the site, waiting time, additional travel or rescheduling charges may apply. Equipment will not be released when required payment, identification, deposit, contract or safety requirements remain incomplete.

Foam-To-Go and other customer-operated equipment

Customer-operated rentals are also subject to the separate rental agreement issued for that booking. Before pickup or operation, the Customer must review the written instructions and watch the applicable setup and safety video at foamfiesta.ca/setup/. The Customer must follow the current instructions supplied with the equipment, even if they differ from an older copy or video.

The Customer must supervise customer-operated equipment at all times, protect it from weather, theft, contamination, misuse and unauthorized adjustment, switch pumps and blowers off when required by the

instructions, and return every item clean and by the agreed time. The Customer is responsible for repair, cleaning or replacement costs resulting from loss, avoidable damage, misuse, contamination, late return or failure to follow instructions, excluding ordinary wear and tear.

Only products supplied or expressly approved by Foam Fiesta may be placed in Foam Fiesta equipment, water containers or foam systems. Soap, detergent, colour powder, dye, chemicals, foreign material and unauthorized foam solution are prohibited.

Participant supervision and safety rules

The Customer must provide adequate adult supervision appropriate to the number and ages of Participants. Foam Fiesta staff operate the equipment for staffed packages but do not replace the Customer's responsibility for participant conduct, crowd control, supervision or the safety of the property and surrounding area.

- Participants must follow staff instructions and remain within the designated activity area.
- Running, pushing, rough play, climbing on equipment, blocking equipment discharge and deliberate collisions are prohibited.
- Participants should wear suitable footwear and clothing and must keep away from electrical equipment, controls, cables, hoses and water containers.
- Foam must not be intentionally aimed into a person's eyes, mouth or face at close range.
- A Participant who feels unwell, has difficulty breathing, experiences eye irritation or has another adverse reaction must stop participating and seek appropriate assistance.
- Foam Fiesta may remove a Participant or stop the Services when instructions are ignored or conditions become unsafe.

Health considerations and inherent risks

Foam Fiesta uses products intended for their stated purpose; however, no representation is made that every product is suitable for every person. The Customer and Participants are responsible for considering allergies, sensitivities, respiratory conditions, mobility limitations and other medical or physical conditions before participating.

The Customer understands that foam, bubbles, water, hoses, cords, equipment, changing ground conditions and active play involve inherent and other risks. These include slips, trips, falls, collisions, loss of balance or visibility, crowd contact, cuts, bruises, strains, sprains, fractures, eye or skin irritation, allergic reaction, breathing difficulty, equipment malfunction, property damage, drowning or delayed rescue if foam enters a swimming area, serious injury and, in exceptional circumstances, death. Risks may arise from the condition of the site, weather, actions of Participants or third parties, inadequate supervision, misuse of equipment, or the acts or omissions of Foam Fiesta.

Voluntary assumption of risk

The Customer acknowledges the nature of the Services and voluntarily accepts and assumes, to the fullest extent permitted by law, the risks described in this Waiver and other risks reasonably associated with the Services. The Customer is responsible for deciding whether the site and Services are appropriate for the intended Participants and for ensuring that Participants who require parental, guardian, medical or organizational approval have obtained it.

Release and waiver of liability

To the fullest extent permitted by applicable law, the Customer waives and releases claims that the Customer may have against Foam Fiesta for loss, damage, expense, personal injury or death arising from participation in or use of the Services, including claims arising from inherent risks, breach of contract or the ordinary negligence of Foam Fiesta. This provision is not intended to exclude liability that cannot legally be excluded, restricted or waived.

Nothing in this Waiver limits any non-waivable rights or remedies available under applicable consumer-protection or other legislation.

Indemnity and property damage

To the fullest extent permitted by law, the Customer agrees to indemnify and hold Foam Fiesta harmless from third-party claims, losses, damages and reasonable expenses arising from the Customer's breach of this Waiver, unsafe site conditions within the Customer's control, inadequate supervision, unauthorized operation or modification, misuse, contamination, or damage to or loss of equipment while in the Customer's possession or control. This indemnity does not apply to the extent a claim is caused by Foam Fiesta's conduct for which liability cannot lawfully be excluded.

Emergency response

The Customer authorizes Foam Fiesta staff to stop the activity, contact emergency services and take reasonable immediate safety measures when an apparent emergency occurs. The Customer remains responsible for providing event-specific first aid, emergency planning and participant information required by the venue or event organizer. Foam Fiesta does not provide medical advice and does not guarantee the availability or outcome of first aid or emergency services.

Photography and video

At public festivals, municipal celebrations and community events, general photography and video recording may take place for Foam Fiesta's website, social-media, advertising and promotional purposes. Photography notices may also be displayed at the event. By entering or remaining in the publicly identified event activity area, attendees acknowledge that they may appear incidentally in event photographs or recordings, without compensation.

For private parties and private events, Foam Fiesta will not take or use promotional photographs or video without first obtaining permission from the Customer or event organizer. Foam Fiesta will obtain separate permission from a parent or legal guardian before intentionally featuring an identifiable minor as the principal subject of promotional content.

Privacy and electronic communications

Foam Fiesta may collect and use booking contact information, transaction records, electronic acceptance records and event details to administer the booking, provide the Services, communicate with the Customer, maintain business records and address disputes or safety matters. Information will be handled in accordance with Foam Fiesta's posted Privacy Policy at foamfiesta.ca/privacy-policy or the current Privacy Policy linked from the Foam Fiesta website.

General provisions

This Waiver, together with the accepted quote, invoice, booking confirmation and any package-specific rental agreement, forms the agreement relating to the Services. If a package-specific rental agreement contains a more specific requirement for customer-operated equipment, that requirement applies to that equipment. No oral statement changes these terms unless confirmed in writing by Foam Fiesta.

This Waiver is governed by the laws of the Province of New Brunswick and the federal laws of Canada applicable there. If any provision is found unenforceable, it will be limited or severed only to the minimum extent required, and the remaining provisions will continue in effect. Headings are for convenience only.

The electronic version presented with the booking is the controlling version. Electronic acceptance, including checking the required box and submitting the booking form, is intended to have the same effect as a handwritten signature. Foam Fiesta may retain the date, time, form submission and related electronic records as evidence of acceptance.

This document reproduces the waiver presented on the Foam Fiesta booking form. Acceptance is recorded electronically when the booking form is submitted with the required box checked.