

VOLUNTARY ATTENDANCE WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

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The Event: a voluntary participation event that is hosted at the private personal residence of the owners, Paul Adam and David Worrall ("Releasees")

The Premises: a private personal residence located at Thunderbird Lodge: 1337 Thunderbird Drive, Harcourt, Ontario

Please read this document (the "Waiver") carefully, as it affects your future legal rights. By your attendance at the Event, you acknowledge your consent and agreement to all details contained within this Waiver and release of claims and assumption of medical risk. By attending the "Event," you (on behalf of yourself or any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms.

Each individual attending the Premises and participating in the activities of the Lodge agrees to the terms of this Waiver and release of medical claims, assumption of risk and consent to medical treatment.

This Waiver must be carefully read, and consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: Thunderbird Lodge, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors, and assigns.

1. I expressly acknowledge and agree that my attendance at the Premises and participation in any activities of the Event may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities. I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Event and entering the Premises, including, but not limited to, my own actions or inactions, the actions or inactions of others (including but not limited to the Premise owners, officers, directors, managers, staff, volunteers, guests or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the premise owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
3. I represent and warrant to the Releasees that I am in good physical condition, am able to participate in the activities of the Event safely and have no medical condition that would make my participation in the activities of the Event more hazardous.
4. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I consulted a physician before participating in the activities of the Premises.
5. I consent to medical care and transportation to obtain treatment in the event of injury to me as the owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability

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arising out of or in any way connected with such medical treatment or transportation.

6. I understand and agree that I am expected to exhibit appropriate behaviour at all times while I am attending the Premises and while I am participating in the activities of the Event to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property. Additional etiquette rules may apply as identified on the Event listing.

7. I understand and agree that I may not bring weapons or illegal substances to the Premises.

8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the Event's activities or on the Premises.

9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the Event's activities and that not all such hazards or risks can be entirely eliminated. I freely and voluntarily agree to assume the entire risk of death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the activities of the Event or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

10. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Event or attending the Premises.

11. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Premises or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.

12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my participation in the activities of the Event or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees

13. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my participation in the activities of the Event or attending the Premises, under the terms of any statute, including, but not limited to, any claims under the [Occupiers' Liability Act, R.S.O. 1990, c. O.2, as amended; and, the Negligence Act, R.S.O. 1990, c. N.1, as amended.](#)

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14. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Event or while on the Premises of the Residence.

15. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Releasees.

17. In consideration of being permitted to participate in the Event, I agree to INDEMNIFY AND HOLD HARMLESS the Releasees, where prepared food, cooked, perishable or otherwise are transported, further prepared, and consumed, I, for myself, my heirs, personal representatives or assigns, agents, employees and affiliates, do hereby release, waive, discharge, and covenant not to sue the Releasees, their affiliates, direct or indirect, officers, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any Event. I willingly assume the assumption of risks associated with food consumption and preparation in a private residence. Participation in any Event, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary and can include but are not limited to cooking food thoroughly; separating and not cross contaminating foods; chilling or refrigerating food appropriately; cleaning foodstuffs, instruments and hands used in and for food preparation; fire or gas hazards.

THE NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

18. At the time of the Event, I am currently not experiencing COVID symptoms, nor have I had COVID symptoms in the last 14 days.

19. At the time of the Event, I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.

20. At the time of the Event, I have not provided care or had close contact with any person with COVID or with any person reasonably suspected of having COVID or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the previous 14 days, of the date of the event.

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21. At the time of the Event, I represent and warrant to the Releasees that I have not been advised by the Government of Canada or Ontario Public Health or my doctor or the Ontario Ministry of Health website to self-isolate due to possible exposure to COVID.

22. I am fully aware of the risks and hazards with respect to COVID inherent in my attendance at the Premises and participation in the Event's activities.

23. I freely and voluntarily agree to assume the risk with respect to COVID, including the risk of death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the activities of the Campground or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

Summary:

I understand that there are inherent and unforeseen risks involved in participating in the Event's activities or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by my willing participation, including the right to sue the Releasees. I acknowledge that I am bound by this agreement freely and voluntarily and intend my attendance at the Event and Premises to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or the inherent risks of participating in the activities of the Event or while attending the Premises.

Name (Please Print) _____

Signature: _____

Email Contact: _____

Date: _____