

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS CAREFULLY!

Initial Here: _____

Participant's First Name:		Last Name:	
Address:		City:	Province:
Postal Code:	Phone#:	Date of Birth:	

Definition

In this agreement the term "Activities" shall include all activities in any way related to the releases, including but not limited to, boating, canoeing, kayaking, swimming (lake or pool), fishing, use of, hot tubs, trails, fire pit, (Hereinafter referred to as "Activities").

A. ASSUMPTION OF RISKS

I am aware that participating in the activities offered by or associated with Lake Edge Cottages Inc. exposes me to many inherent risks, dangers and hazards included but not limited to change of weather conditions, collision with rocks, collision with other boats or other object and equipment failure. I am also aware that the risks, dangers and hazards referred to above exist throughout the premises and that many hazards are unmarked. By engaging in any activities offered by or associated with Lake Edge Cottages Inc., I freely accept and fully assume all inherent risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting there from.

Initial Here: _____

B. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of Lake Edge Cottages Inc. permitting me to participate in its activities, permitting me the use of its equipment and permitting me the use of its facilities, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future against Lake Edge Cottages Inc. and its directors, officers, employees, agents and representatives;
- 2. TO RELEASE** Lake Edge Cottages Inc. and its directors, officers, employees, agents and representatives from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer, as a result of my participation in activities offered by or associated with Lake Edge Cottages Inc., due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT , ON THE PART OF LAKE EDGE COTTAGES INC. AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGER AND HAZARDS REFERRED TO ABOVE.**

Initial Here: _____

- 3. TO HOLD HARMLESS AND INDEMNIFY** Lake Edge Cottages Inc. and its directors, officers, employees, agents and representatives from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities offered by or associated with Lake Edge Cottages Inc.
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST LAKE EDGE COTTAGES INC. AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

Signed this day of _____ Day _____ Month _____ Year _____

Witness

Signature of Participant

Print Name

Signature of Parent or Guardian if Participant is under 18 years