

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

**WARNING:** *By signing this form you are waiving certain legal rights including the right to sue or claim compensation following an accident.*

**Names of participants:**

**Address:**

**Emergency contact and phone number:**

**COMPANY NAME:** Muskoka's Incredible Race and its directors, officers, administrators, employees, volunteers, agents, distributors, guides, instructors, representatives, independent contractors, subcontractors, trustees, sponsors, successors, assigns and any parties who claim a right or interest through them (hereinafter known as the "Releases")

**ADVENTURE ACTIVITIES:** Outdoor Adventure Program

**DEFINITION:** In this Release Agreement, the term "**Adventure**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the **Releases** and shall include but is not limited to "Adventure", "Adventure" rental, orientation and instructional courses, seminars and sessions, educational program, travel, transport and accommodation, and other such activities, events and services in any way connected to "Adventure".

**PROTECTIVE EQUIPMENT:** I have been advised to dress appropriately for all environmental conditions including but not limited to biting insects, deep snow, rain, snowfall, wind, cold, heat and sun.

**ASSUMPTION OF RISKS:** I am aware that "Adventure" involves many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to: loss of balance, difficulty or inability to control one's body movements, changing weather conditions, exposure to temperature extremes or inclement weather, travel *including walking* or transport to and from the sites used for "Adventure", travel on highways or backcountry roads, failing to play safely or within the limitations of one's own abilities, failing to follow rules, negligence of other participants, and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE "Adventure".

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "Adventure" AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM THEREFROM.

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In consideration of the RELEASEES agreeing to participation in "Adventure" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ***I hereby agree as follows:***

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES 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 "Adventure", DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "Adventure" REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "Adventure";
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties in this Release 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.
- 6.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in "Adventure", other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**SIGNED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20\_\_\_\_\_.

**PARTICIPANT SIGNATURE:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

## Muskoka's Incredible Race



### PHOTOGRAPHY RELEASE FORM

**On behalf of the following participants:**

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This document confirms the agreement between you and Muskoka's Incredible Race regarding your participation in approved Muskoka's Incredible Race activities in which you may be photographed or videotaped (the Property) from time to time.

For valuable consideration received, you hereby irrevocably grant to Muskoka's Incredible Race perpetually, exclusively, and for all media throughout the world (including print, film, non-theatrical, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you and the above-listed participants as a result of your participation in approved activities of Muskoka's Incredible Race.

Muskoka's Incredible Race or its designee shall have complete ownership of the Property in which you appear, including copyright interests, and you acknowledge that you have no interest or ownership in the Property or its copyright. The Property will be provided to media outlets for their unrestricted use, indefinitely. Muskoka's Incredible Race does not have control of the material once it is disseminated. This grant includes the right to use the Property for promoting or publicizing any of the uses.

You hereby agree that you will not bring or consent to others bringing claim or action against Muskoka's Incredible Race on the grounds that anything contained in the Property, or in the advertising and publicity used in its connection herewith, is defamatory, reflects adversely on you, violates any other right whatsoever, including, without limitation, rights of privacy and publicity. You hereby release Muskoka's Incredible Race, its directors, officers, successors and assigns from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you or the participants listed above may have hereafter against Muskoka's Incredible Race Inc. in connection with the Property.

This agreement shall not obligate Muskoka's Incredible Race to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property.

Muskoka's Incredible Race shall have the right to assign its rights hereunder, without the consent of yourself or of the participants listed above, in whole or in part, to any person, firm or corporation.

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature (on behalf of all above-listed participants): \_\_\_\_\_

Participant's name PRINTED: \_\_\_\_\_

### PERMISSION TO SEND EMAILS

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Yes! Please send me emails with updated information and offers related to Muskoka's Incredible Race. (Please check the box if you are interested.)

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(your email address)

