

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY FOR USE OF EQUIPMENT (AT-0504)

For Participants Over the Age of Majority in the Province or Territory in which the Equipment is Provided by the Host

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Before Participating by Using Provided Equipment

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of: Trout Creek Farm

_____, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Use of Equipment" includes but is not limited to using ladders, tools, utensils, sports gear, sports equipment, watercraft and any other item provided by the "Host" to the Participant.

Initial Each Item below after Reading and Understanding each item:

- _____ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Use of Equipment" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of " Use of Equipment " mean those dangerous conditions which can be an integral part of " Use of Equipment ", including but not limited to:
 - (a) the possibility the equipment to function differently than expected which may result in injury, harm or death to persons using or around them;
 - (b) the possibility that the equipment may have an inherent flaw or other defect which may result in injury, harm or death to persons using or around them;
 - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over equipment being used.
- _____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in the "Use of Equipment".
- _____ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety for the "Use of Equipment", it is not possible for the "Host" to make " Use of Equipment " completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my " Use of Equipment".
- _____ 4. In addition to consideration given to the "Host" for my "Use of Equipment", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
 - (a) to waive all claims that I have or may have in the future against the "Host";
 - (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my "Use of Equipment" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
 - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my "Use of Equipment".
- _____ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Use of Equipment" activities are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Use of Equipment" activities are provided by the "Host".
- _____ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".
- _____ 7. I confirm that I have reached the age of majority in the province in which I am participating in the "Use of Equipment".

Please Print Clearly

Participant Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

(Signature of Participant) Signed this _____ day of _____, 20____

(Print Name of "Host" Witness to Signing and Initialing)

(Signature of "Host" Witness) Signed this _____ day of _____, 20____