

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY FOR USE OF EQUIPMENT

For participants Under the Age of Majority British Columbia in which equipment is provided by the Host.

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

The Parent/Guardian must read and understand this waiver prior to infant 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 on behalf of the Infant Participant named below and for the benefit of Trout Creek Farm, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (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 Infant Participant.

INITIAL EACH ITEM BELOW AFTER READING AND UNDERSTANDING EACH ITEM:

____ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

____ 2. 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.

____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Infant Participant's "Use of Equipment".

____ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Use of Equipment" activities, it is not possible for the "Host" to make the "Use of Equipment" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in the "Use of Equipment".

____ 5. In addition to consideration given to the "Host" for the Infant Participant's participation in the "Use of Equipment" I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:

- a. to waive all claims that the Infant Participant has or may have in the future against the "Host";
- b. to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Trout Creek Farm Activities" due to any cause, including but not limited to negligence (failure to use such care as 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"
- 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 the Infant's participation in the "Use of Equipment".

____ 6. I agree that this waiver and all the terms contained herein are governed exclusively and in all respects by the laws of British Columbia in which the "Use of Equipment" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia and I agree that no other court can exercise the jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in British Columbia wherein the "Use of Equipment" activities are provided by the "Host".

____ 7. 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 the "Host" and myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

PLEASE PRINT CLEARLY

Infant Participant's Name _____ (flip page for more) Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Parent/Guardians Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

____ Signed this _____ day of _____, 20____

Signature of Parent/Guardian of Infant Participant

____ *Karl or Susan or Robyn Eha or Greg Niedzielski* _____

Print Name of "Host" Witness to Signing and Initialing

Signature of "Host" Witness

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Signature of Parent/Guardian of Infant Participant

Karl or Susan or Robyn Eha Or Greg Niedzielski

Print Name of "Host" Witness to Signing and Initialing

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