



Inspiring Environmental Stewardship

CAMP KAWARTHA INCORPORATED

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ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNIFICATION (Challenge Course and Waterfront 18+)

PARTICIPANT MUST RECEIVE AND READ THIS FORM PRIOR TO THE START OF THE ACTIVITY. "PARTICIPANT" AS USED IN THIS AGREEMENT REFERS TO PERSONS ATTENDING THE ACTIVITY, AS ACTIVE PARTICIPANTS IN THE ACTIVITY OR OTHERWISE. PARTICIPANT MUST BE 18 YEARS OF AGE OR OLDER TO SIGN THIS FORM.

Challenge Course:

In consideration of Camp Kawartha Incorporated permitting me to participate in or otherwise attend a certain activity, workshop and/or to use certain facilities, equipment and premises. I understand, acknowledge and agree as follows:

The activities offered by Camp Kawartha Inc. (referred to below as "the activities") include the use of a challenge course and climbing wall(s) and related equipment, and related activities. The activities are conducted on premises owned by Camp Kawartha Inc. The premises include the challenge course(s) and/or climbing wall(s) and other facilities and structures and related equipment utilized in the activities.

The activities, premises, and equipment will expose me to certain risks. The activities have been described to me by Camp Kawartha Incorporated. Such activities include climbing on high and low challenge course elements, a climbing wall(s), related activities and the use of related equipment. Hazards and risks include falls, abrupt and possible damaging contact with fixed objects and other persons; anxieties or fears which may accompany activities at heights which may reach 60 feet; close contact with other participants including the possibility of inadvertent and unwelcome touching; the carelessness of other participants and misjudgments on the part of the staff of Camp Kawartha Inc.; the failure of structures and equipment; and the unpredictable forces of nature. Other risks will be encountered. I understand that before and after the activities and from time-to time during the day, I will not be supervised by Camp Kawartha Inc. and that Camp Kawartha Inc. has no responsibility for me during those times or for the general condition of the premises on which the activities are conducted, or for any activity on such premises other than actual activities facilitated by Camp Kawartha Incorporated instructor(s), including on the challenge course and/or climbing wall(s). I am familiar with the activities in which I will participate and accept the challenge of being trained and instructed to expand my present experience and abilities with respect to such activities.

I further understand that injuries, both emotional and physical can result from the use of the challenge course and/or climbing wall(s) and related equipment and activities. I understand that I may suffer

bodily injury including breaks, sprains and strains, bruises and, in extreme cases, emotional upset, anxiety and even death.

Waterfront Activities:

WARNING: There are significant elements of risk in swimming, boating, wading, canoeing, or any other waterfront activity (referred to herein as "**Waterfront Activities**"). The same elements that contribute to the unique character of Waterfront Activities can be causes of loss or damage to equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

NOW THEREFORE in consideration of participating in Waterfront Activities and/or accessing the property of Camp Kawartha Incorporated (the "**Camp**"), I the undersigned acknowledge and agree to the following:

Waterfront Activity Usage Requirements

1. Each participant in a Waterfront Activity (a "**Participant**") who is part of a user group (a "**User Group**") is required to sign this Waterfront Waiver of Liability (this "**Waiver**"). The user group acknowledges that they are undertaking waterfront activities without the supervision of Camp Kawartha staff and do so at their own risk.

Acknowledgement of Risk

2. Each Participant acknowledges that the following describes some, but not all of the risks involved in Waterfront Activities: a) Falls and painful entries into the water or upon rocks or other obstacles on the lake floor; b) Risks associated with swimming in water deeper than the height of the Participant; c) Equipment failure; including boats, PFD's, water trampoline, hardware, or any part of the dock structure; d) Participant's own physical strength, coordination, swim ability, and ability to follow directions including while participating in Waterfront Activities; e) Fatigue, which may diminish reaction time and increase the risk of accident; and f) Actions of other Participants. g) hypothermia as a result of air and/or water temperature. Each Participant understands that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

Waiver and Reimbursement

3. Notwithstanding the above risks, each Participant agrees to hold harmless the Camp and its agents, employees, directors, officers, members and volunteers (the "**Camp Individuals**") from any liabilities including, but not limited to bodily injury or property damage occurring to any Participants in their User Group which result from using the waterfront area at the Camp or from participating in Waterfront Activities at the Camp. Each Participant further agree to reimburse the Camp and the Camp Individuals for any legal fees and costs incurred in any legal action he/she brings against either the Camp or the Camp Individuals and in which either the Camp or the Camp Individuals is the prevailing party.

I understand that I may choose not to participate, and may withdraw from an activity for any reason whatsoever. Camp Kawartha Incorporated will not force participation.

Understanding the activities, risks and possible losses or outcomes, and acknowledging that the risks described are inherent in the activities, and that other risks may exist, I nevertheless assume all such risks, inherent or otherwise, whether or not described above, and voluntarily choose to participate in these activities. This is an expressed assumption of risk and, to the fullest extent allowable by law, it is my intent that by assuming such risks I relieve Camp Kawartha Inc. and others associated with it from any duty to protect me from such risks.

Release and Indemnity: I, for myself, my heirs, executors, administrators and assigns hereby release and forever discharge Camp Kawartha Inc., its owners, employees, officers, directors, trustees and agents (hereafter “Released Parties”) from any and all claims, damages, demands, actions or causes or action for any loss, injury or death suffered by me or my property related in any way to my enrollment, participation or attendance at the activities and use of the facilities, equipment and premises.

I agree further to defend and indemnify (that is, defend and protect by payment or reimbursement, including attorney’s fees and costs) any and all Released Parties from any claim of loss which may be brought by a co-participant, arising out of or caused in whole or in part by my acts or omissions. I further agree to indemnify any and all Released Parties from any claim of loss brought by a third-party, including a member of my family, by reason of any loss, which they or I may suffer.

The agreements of release and indemnity described above include claims arising in whole or in part from negligent acts or omissions, including, to the extent allowed by the laws of the Province of Ontario, gross negligence of a Released Party. They include also any claim arising out of or in any way related to transportation to and from any of the activities or use of the premises on which the activities take place.

To my knowledge I have no physical or emotional condition which would cause me to be a risk to myself or others. Should I become ill or injured, I give permission for the instructor(s) to render first aid or to seek emergency medical or rescue services, as they deem necessary or desirable and at my cost, and to exchange information about my medical condition with third party care givers.

The substantive laws of the Province of Ontario shall be applied to any controversy between me and any of the Released Parties, and any suit must be filed in the Province of Ontario.

If any portion of this agreement is deemed unenforceable by a court of law, the remaining portions will remain binding and enforceable.

I have carefully read this document and have voluntarily signed it to reflect my full agreement to its terms and certify that I am 18 years of age or older.

Participant Signature

Participant Name

Date (dd/mm/yy)