

WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each numbered line after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms.

Each individual attending the Premises and/or participating in the activities of the Campground must complete and sign a Waiver. A parent/guardian of a minor Attendee must complete and sign a Waiver sign on behalf of the minor Attendee.

BETWEEN:

Duttona Family Campground Ltd.

Full legal name of the owner/operator of the campground (hereinafter the "Campground")

Campsite Name: Duttona Family Campground Campsite Address: 7728 Coyne Road

City/Town: Wallacetown Province: Ontario Postal Code: NOL 2M0

(hereinafter the "Premises")

Telephone number: 519-762-3643 E-mail Address: contactus@duttonafamilycampground.ca

-AND-

Name: _____ Date of Birth: _____

(Campground visitor: hereinafter the "Attendee")

Permanent home address: _____

City/Town: _____ Province: _____ Postal Code: _____

Home telephone number: _____ Cellular telephone number: _____

Emergency contact name: _____ Emergency contact number: _____

Address on the Driver's License the same permanent home address: Yes ____ No ____

If No, please provide: _____

Vehicle Licence Plate #: _____ E-mail Address: _____

Name of Camper you are visiting: _____ Campsite: _____

This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: the Campground, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns. Please read and initial every clause below.

- ____ 1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Campground may involve the risk of serious injury and/or death and/or property damage.
- ____ 2. I am fully aware of the risks and hazards inherent my attendance at the Premises and participation in the activities of the Campground and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Campground and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
- ____ 3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Campground and have no medical condition that would make my participation in the activities of the Campground more hazardous.

- ____ 4. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Campground.
- ____ 5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Campground owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- ____ 6. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Campground to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.
- ____ 7. I understand and agree that I may not bring weapons or illegal substances to the Premises.
- ____ 8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Campground or on the Premises.
- ____ 9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Campground and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Campground or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
- ____ 10. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Campground or attending the Premises..
- ____ 11. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Campground or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
- ____ 12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
- ____ 13. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or attending the the Premises, under the terms of any statute, including, but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended; and, the *Negligence Act*, R.S.O. 1990, c. N.1, as amended.
- ____ 14. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Campground or while on the Premises of the Campground.
- ____ 15. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

____ 16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Campground.

I understand that there are inherent and unforeseen risks involved in my participating in the activities of the Campground or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of the Campground or while attending the Premises.

Attendee signature: _____ Printed Name: _____ Date: _____

(CHECK ONE) I am at least 18 years old OR I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)

____ 17. I am the parent or guardian of the above-named minor (the "Minor"). I give my consent for the minor's participation in the activities of the Campground and to attend the Premises, I represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor.

____ 18. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasee that I will at all times hereafter indemnify the Releasee of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the *Negligence Act*, the *Occupiers Liability Act* or otherwise which may be made or brought against the Releasee by the said above named Minor, or on his behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____