



## **STOREYTOWN COTTAGES INC.**

### **WAIVER FORM PARTIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Storeytown Cottages Inc., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Storeytown Cottages), I hereby agree to release and discharge Storeytown Cottages on behalf of my children, my parents, my heirs, assigns, personal representatives and estate as follows:

(1) I acknowledge that canoeing, kayaking, paddle boarding, hiking and tubing entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things, travel by automobile, canoeing, kayaking, stand-up boarding, tubing, snowshoeing or sliding, accident or illness in remote regions, natural outdoor hazards, adverse and extreme weather conditions, human error, drowning, slipping, falling and death.

Furthermore, Storeytown Cottages guides have difficult jobs to perform. They seek safety but they are not infallible. They may be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

\_\_\_\_\_ Initial

(2) I expressly agree and promise to accept all the risks existing in this activity. My participation in this activity is purely volunteer, and I elect to participate in spite of the risks.

\_\_\_\_\_ Initial

(3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Storeytown Cottages from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of Storeytown Cottages' equipment or facilities including any such Claims which allege negligent acts or omissions of named.

\_\_\_\_\_ Initial

(4) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions

which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_\_ Initial

**By signing this document, I acknowledge** that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Storeytown Cottages on the basis which I have released them herein.

I have had sufficient opportunity to read the entire document, I have read and understood it, and I agree to be bound by its terms.

Name: \_\_\_\_\_  
(Please print)

Address in full: \_\_\_\_\_

Postal / Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

In consideration of \_\_\_\_\_ (print minor's name), hereinafter referred to as "Minor," being permitted by Storeytown Cottages to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Storeytown Cottages from any and all claims which are brought by, or on behalf of "Minor," and which are in any way connected with such use or participation by "Minor."

\_\_\_\_\_

(Signature of Parent or Guardian)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Phone Number)