



**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement**

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

**PLEASE READ CAREFULLY!**

In consideration of Pine Brae Eco-Resort and Edward Blair Copland (collectively the “Company”) permitting the undersigned (“I”, “me”, or the “Guest”), to participate in the Activities (described below), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this Agreement.

**ACTIVITIES** - “Activities” include but are not limited to watersports, swimming, boating, fishing, hiking, cycling, together with all services and use of facilities, amenities, real property, transportation, accommodation, water supply, and recreational equipment provided to the Guest by the Company and all other activities and services arranged or supervised by the Company or its employees, representatives or agents. I acknowledge that this list is not complete or exhaustive, and that other risks, known and unknown, anticipated or unanticipated, may also exist and result in injury, illness, death or damage.

**ASSUMPTION OF RISKS** – I AM AWARE AND UNDERSTAND THAT PINE BRAE WILDERNESS ESCAPE IS LOCATED IN A WILDERNESS SETTING AND THAT PARTICIPATION IN THE ACTIVITIES INVOLVES MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, PROPERTY DAMAGE, LOSS AND THEFT. RISKS, DANGERS AND HAZARDS MAY ALSO INCLUDE, BUT ARE NOT LIMITED TO: UNSUPERVISED WATERFRONT, FALLING TREES, COLD WATER, OPEN FIRE PITS, SLIPPERY, UNEVEN AND UNLIT WALKING CONDITIONS, AND ENCOUNTERS WITH OR EXPOSURE TO WILD ANIMALS AND PLANTS. I UNDERSTAND THAT SUCH RISKS, DANGERS AND HAZARDS MAY BE RELATIVE TO MY STATE OF FITNESS OR HEALTH (PHYSICAL, MENTAL AND EMOTIONAL), AND TO THE AWARENESS, CARE AND SKILL WITH WHICH I CONDUCT MYSELF WHILE PARTICIPATING IN THE ACTIVITIES, AS WELL AS VARIOUS ENVIRONMENTAL CONDITIONS AND THE UNAVAILABILITY OF IMMEDIATE AND APPROPRIATE MEDICAL CARE DUE TO THE REMOTE LOCATION. I UNDERSTAND THAT IT IS NOT POSSIBLE FOR THE COMPANY TO MAKE THE ACTIVITIES COMPLETELY SAFE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND I AM NOT REQUIRED TO SO PARTICIPATE IN ALL OR ANY PART OF ANY OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OR ACTUALITY OF INJURY, SICKNESS, DEATH, PROPERTY DAMAGE, LOSS OR THEFT RESULTING FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, GUESTS OR OTHERWISE. I ACKNOWLEDGE AND AGREE THAT SHOULD I PARTICIPATE IN ANY OF THE ACTIVITIES WHILE UNDER THE INFLUENCE OF DRUGS (INCLUDING CANNABIS) AND/OR ALCOHOL, I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH DOING SO.

**WAIVER AND RELEASE** – I (on behalf of myself and my respective heirs, next of kin, executors, administrators and assigns), hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, owners, successors and assigns (collectively the “Releasees”), on account of injury, death, property damage, loss or theft arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

**INDEMNITY** – I shall defend, indemnify and hold the Company and all other Releasees harmless against any and all losses, damages, demands, liabilities, deficiencies, claims, actions, judgments, proceedings, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal or consulting fees, arising out of or resulting from my participation in the Activities including, without limitation, in connection with any third-party claim, suit, action or proceeding. I acknowledge that should I require emergency medical services, all associated expenses are my sole responsibility.

**MISCELLANEOUS** - This Agreement constitutes the entire agreement of the Company and I with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and will enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable in it. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

**I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND EACH TERM IN THIS AGREEMENT IN ITS ENTIRETY. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (AND ON BEHALF OF MY RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.**

Date: \_\_\_\_\_

Guest’s Signature: \_\_\_\_\_

Witness’ Signature: \_\_\_\_\_

Print Guest’s Name: \_\_\_\_\_

Print Witness’ Name: \_\_\_\_\_

Guest’s Address: \_\_\_\_\_