

Waiver and Release of Liability

1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours

1. By signing this Waiver and Release of Liability (Agreement), I waive and release 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours's negligence. This is not intended to release 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours for any claim released by this Agreement. I further agree that should any claim be made against 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours for any such claim and expenses including attorney's fees and costs incurred by 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours in defending themselves or security indemnity hereunder.

2. I understand that 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by 1000235218 Ontario Inc o/a Lake of the Woods Ice Sleepers & Eco Tours, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) _____

Signature _____ Date _____

Prepared by Westland Insurance Group Ltd.

This SAMPLE form is of general interest and is not intended to apply to specific circumstances. It does not purport to be a comprehensive analysis of all matters relevant to its subject matter. The content should not, therefore, be regarded as constituting legal advice and not be relied upon as such. In relation to any particular problem which they may have, readers are advised to seek specific advice. Further, the law may have changed since first publication and the reader is cautioned accordingly. © 2014 Zywave, Inc. All rights reserved.