

CAMPCASSIDY

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- 2019 -

4.25

RELEASE OF LIABILITY, WAIVER OF CLAIMS,

ASSUMPTION OF RISKS AND INDEMNITY (hereinafter referred to as the "Release")

BY ENTERING THE CAMP CASSIDY PROPERTY YOU ARE INDICATING THAT YOU HAVE READ AND ACCEPT THIS RELEASE AND YOU UNDERSTAND YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION (INCLUDING YOUR MINOR CHILD/WARD'S RIGHT TO SUE OR CLAIM COMPENSATION) FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

RE: Camp Cassidy and all activities in any way associated with Camp Cassidy

FROM: The Participant

TO: Camp Cassidy and the Cassidy Lake Foundation, *their* related companies, charities, foundations and *their* and their respective partners, directors, officers, employees, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns, (collectively referred as the "Releasees")

I am of the full age of 19 years or am the parent/legal guardian having full legal responsibility for decisions regarding my minor child/ward under the age of 19 and **I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT**, and I am aware that **BY ENTERING THE CAMP CASSIDY PROPERTY**, I am irrevocably and forever waiving certain legal rights which I or my invitees, heirs, next-of-kin, executors, administrators and assigns may have against the Releasees.

DEFINITION

In this Release, the term “**Activities**” shall include all activities, events, competitions, rides, training rides, hikes, walks, running, tours, programs, workshops, lessons, lectures or clinics, or other related services that take place on, near or at property at PID# 30174296; 00200766; 00152413 and known as Camp Cassidy or the Camp Cassidy Property, located at Cassidy Lake, New Brunswick (the “**Lands**”). *Without limiting the foregoing, Activities also includes the occupation or use of any accommodations, such as cabins, at the Camp Cassidy Property.*

A. PROTECTIVE EQUIPMENT

I have been advised to wear protective equipment while participating in Activities, and to comply with all applicable municipal and provincial laws and regulations including those pertaining to the Lands and the Roads (as that term is hereinafter defined). I recognise that serious head injury or death can result even when protective equipment is worn.

B. ROAD SAFETY

I am aware and acknowledge that the Lands are owned by The Cassidy Lake Foundation (the “Foundation”) and are accessed by way of private trails and roads owned by the Foundation (collectively, the “**Roads**”);

I FREELY ACKNOWLEDGE, ACCEPT AND FULLY ASSUME THE DANGERS AND RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM OR IN ANY WAY CONNECTED WITH MY ATTENDANCE, OR MY CHILD/WARD’S ATTENDANCE, AND/OR PARTICIPATION, IN ACTIVITIES AND/OR THE USE OF THE LANDS AND THE ROADS.

C. ASSUMPTION OF RISKS

I am aware that participation in Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of equipment; falls; tripping, loss of balance; high speed descents; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling and hiking terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other participants, vehicles, pedestrians, spectators and officials; encounters with wildlife including bears and cougars, negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES ANY FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES ON THE LANDS AND THE ROADS.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACTIVITIES ON THE LANDS AND THE ROADS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

D. MINOR PARTICIPANT

In consideration for allowing my minor child/ward to participate in Activities, I hereby warrant and agree:

1. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in Activities and the use of the Lands and the Roads;
2. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in Activities, and that his/her equipment, is mechanically fit for his/her use;
3. I understand, and will instruct my minor child/ward, that all applicable rules for participation in any Activities must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward;
4. I will advise my minor child/ward to immediately remove her/himself from participation in any Activities, and notify the nearest person, if at any time they sense or observe any unusual hazard or unsafe condition or if they feel any deterioration in his/her physical, emotional or mental fitness for continued participation;
5. I authorize a medical doctor to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself; and
6. I agree to hold harmless and indemnify the Releasees from any claims or demands that might be made against the Releasees by my child/ward if this Release is declared void or unenforceable against my child/ward in whole or in part due to my child/ward's age.

E. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my entry onto the Camp Cassidy Property and the Lands, and my participation and/or my child/ward's participation in Activities on the Lands and the Roads either individually or as a member of any group or organization or as a participant/competitor or as a course worker, official, volunteer, event organizer, guest or member of the media, I hereby agree, on behalf of myself and/or my child/ward, as follows:

1. **I HEREBY IRREVOCABLY FOREVER RELEASE, DISCHARGE AND WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any injury, loss, damage or expense, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Activities or as a result of my use of the Lands and the Roads DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY LEGISLATION ON**

THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES ON THE LANDS AND THE ROADS REFERRED TO ABOVE;

2. I HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation my child/ward's in Activities on the Lands and the Roads;
3. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release and any rights, duties and obligations as between the parties to this shall be governed by and interpreted solely in accordance with the laws of New Brunswick and no other jurisdiction; and
5. Any litigation involving the parties to this Release shall be brought solely within New Brunswick and shall be within the exclusive jurisdiction of the Courts of New Brunswick.
6. Entire Agreement: This Release constitutes the entire agreement between the Participant and the Releasees (collectively, "the Parties") pertaining to the subject matter of this Release and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Release (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Release.
7. Severability: Any provision of this Release which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Release, all without affecting the remaining provisions of this Release or affecting the validity or enforceability of such provision in any other jurisdiction.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Activities or the safety of the Lands and/or the Roads other than what is set forth in this Release.

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