

## Kennebec Family Retreats Agreement

Please read carefully and then sign below. By signing this Agreement, you will be assuming all risks during your stay at Kennebec Family Retreats for you, your family and any other person accompanying your household, and you will release Kennebec Family Retreats, Camp Kennebec (Frontenac) (1979) Inc. and Kennebec Holdings Ltd and their directors, officers, employees, and assigns from all liability, no matter the circumstances of the issue.

### PLEASE READ CAREFULLY

#### Definitions:

- Kennebec Family Retreats and its abbreviation KFR are interchangeable
- The person signing these agreements signs on behalf of all guests under eighteen years of age in their household
- All guests aged eighteen and over must sign a separate agreement

I, \_\_\_\_\_  
Name

- 1) Agree that rules set by Kennebec Family Retreats are for my health and safety and my family's health and safety and by signing this Agreement, I agree to abide by them.
- 2) Recognize that it is impossible to eliminate all risks and hereby acknowledge and accept the inherent risks that come from staying at and participating in KFR activities. Further, I voluntarily assume said risks, which may include injuries from physical exertion, my actions or inactions, other participants, program equipment or structures; changing weather conditions; changes or variations in the terrain; slips, trips, and falls; encounters with nature including toxic plants and animals; failure to act within my own ability; injuries related to water-based activities and use of water-craft for recreation; negligence of other participants; infectious diseases.
- 3) Understand that I am solely responsible for any loss or damage, including personal injury, property damage or death, we sustain while staying at KFR and that by signing this agreement we **hereby release Kennebec Family Retreats, Camp Kennebec (Frontenac) (1979) Inc. and Kennebec Holdings Ltd its officers, agents, employees, volunteers, and representatives from all liability for such loss, damage, or death.**
- 4) Certify that no one in the household has conditions or impairments that prevent safe participation.
- 5) Allow KFR to photograph or video my family and use our images, voices, and likenesses in social media and promotional materials.
- 6) Agree that KFR is not responsible for any loss, damage or theft of my belongings or money.

- 7) Agree to reimburse KFR for the entire cost of rehabilitating any wilful destruction to property and equipment including graffiti that my household perpetrates. These costs include lost rental income, should a cabin become unusable due to wilful damage.
- 8) Agree that KFR may charge a five-hundred-dollar damage deposit to my credit card upon check-in. KFR will reverse said charge upon my departure, provided no damage has occurred.
- 9) Agree to pay for any repairs or replacement items damaged or destroyed by a member of my household beyond the \$500 damage deposit
- 10) Agree that intentional behaviour by anyone in my household that puts the participant or others at physical or emotional risk may result in immediate dismissal from KFR with no refund.
- 11) Agree that possession of weapons and illegal or harmful substances will result in immediate dismissal from KFR with no refund.
- 12) Acknowledge that KFR is in a protected forest with a mandate to keep KFR's forests as pristine and untouched as possible. Further, I agree that my entire household will treat plants and wildlife with respect, which includes not littering, staying on trails, not cycling in the forest, not smoking when hiking, and not harming or harassing animal life.
- 13) Agree that the entire household will adhere to the COVID guidelines in effect in the Province of Ontario, the Kingston, Frontenac, Lennox & Addington Health Unit and Kennebec Family Retreats, and releases KFR from all health care responsibilities.
- 14) Agree that I am solely responsible for supervising my family members at Kennebec Family Retreats, including during activities facilitated by Kennebec Family Retreats.
- 15) Acknowledge that there will not be a lifeguard at the waterfront and that I will assume sole responsibility for the safety of everyone in my household. Furthermore, I agree that despite the occasional attendance of a lifeguard or KFR staff at the waterfront does not in anyway lessen my responsibilities for ensuring the safety of all household members and does not mean those staff are supervising me or members of my household.
- 16) Agree to the following payment policy:
  - \$139 per adult and \$99 per child aged twelve and under, per night, plus HST.
  - Payment is due at time of booking via credit card or cash
  - We require full payment & signed agreements to confirm a booking
  - \$500 fully refundable damage deposit if no damage occurs
- 17) Agree to the following cancellation policy:
  - If you cancel your reservation at least 15 days before your session start, we will charge the greater of \$100 or 25% of the rental fee as a cancellation fee.
  - If you cancel your booking within 14 days of the date of arrival, there will be no refund available to you

- We will issue a full refund if someone in your household tests positive for COVID-19 prior to arrival and you provide KFR with proof of a positive COVID test for that prospective guest.
- If Kennebec Family Retreats cancels a reservation due to changes in government or health authority policies, or for reasons beyond KFR's or the guest's control, we will issue either a full or pro-rated refund.
- KFL at its sole discretion may cancel your reservation at any time prior to your arrival date and shall only be responsible for providing you with a full refund of any monies provided to KFL

#### 18) Severability

- It is the intention of the parties that, if any provision of this document is invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent allowed by law, and that the remaining provisions of this Agreement shall continue in full force and effect.

#### 19) Applicable Law and Venue

- Ontario law governs this document and all aspects of your relationship with KFR

#### 20) Dispute Resolution

- In case of a dispute, representatives of the parties with decision-making authority will meet to negotiate, in good faith, a resolution of the dispute. The parties agree to file, make, or enter all claims in a court of competent authority in the city of Toronto, Ontario.

#### 21) Language

- The parties desire to have this Agreement and all related documents drafted in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

#### 22) Force Majeure

- KFR and its directors, officers, employees, agents and representatives are not liable for failure to fulfill their obligations under this agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), riots, civil disorders, rebellions or revolutions, acts of governments or governmental agencies (including any change in law), illnesses or diseases, quarantines, embargoes, malicious acts of third parties, acts of terrorism or public enemy, labor disputes affecting vendors or subcontractors, or any similar cause beyond its reasonable control.

23) I hereby acknowledge and agree that I have had time to review this Agreement prior to signing, and have carefully read, fully understand, and am freely and voluntarily executing the same. I am signing and accepting responsibility for all members of my household under the age of 18 as well.

Signed: \_\_\_\_\_

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