**1770742 ONTARIO INC. O/A EVOLUTION WAKE PARK**

**Release of Liability Form**

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT. IF THE PARTICIPANT IS UNDER 18 YEARS OLD, THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN WILL ALSO NEED TO SIGN THE FORM.**

**PLEASE READ CAREFULLY!**

In consideration of the services of **1770742 Ontario Inc., o/a Evolution Wake Park,** their agents, officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on behalf (here in after collectively referred to as Evolution Wake Park). I am participating voluntarily in the activities including but not limited to cable activities, skateboarding, biking, stand up paddleboards, pedal boats, kayaks, canoes, swimming, camping and use of Evolution Wake Park hereinafter referred to as EWP Activities, at my own risk. I hereby agree to release indemnify and discharge Evolution Wake Park on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in the EWP Activities involves known and unanticipated risks that could result in physical, personal or emotional injury, paralysis, death or damage to myself, property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I relinquished the right to sue in the case of injury or death due to an honest mistake or outright negligence by Evolution Wake Park or its employees and Affiliates. The risks include, among other things; slips, falls, head injuries, being struck by equipment, struck by other participants, forces of nature including extremes of weather, lightening and rapid weather changes, exposure to sun, heat stroke, strong wind, cold, the risk of collision with objects or other watercraft, drowning; the risk of exposure to insect bites; and marine life.

2. I understand that any photograph, sound recording, motion picture or video taken of me under this assignment is for the sole purpose of collecting and or representing factual information in the interest of serving the good work of Evolution Wake Park in education and public good. I hereby assign to Evolution Wake Park, all rights, title, and interest, including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, and I hereby irrevocably authorize Evolution Wake Park, its officers, agents, and employees, without limitation, to reproduce, copy, exhibit, publish, or distribute, in any medium now known or later developed, any and all such photographs, sound recordings, motion pictures, or videos in perpetuity for the purposes expressed above. I further assign to Evolution Wake Park, all rights, title, and interest including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright. By signing below, I acknowledge that I have freely and voluntarily entered into this agreement.

3. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the EWP Activities. The risks, dangers and hazards include, but are not limited to injuries from:

a) Executing strenuous and demanding physical techniques;

b) Water hazards, waves, unstable surfaces and extreme weather conditions;

c) Speeds and heights relating to towed water sports;

d) Jumps, water features and obstacles, buoys and other structures that are placed in the water;

e) Exerting and stretching various muscle groups;

f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;

g) Contact, colliding, falling or being struck by other participants or equipment;

h) Blunt force trauma, serious soft tissue injuries, broken bones, or spinal cord injuries, which may render the Participant permanently paralyzed;

i) Abrasions, entanglements, entrapments, or flying objects and debris.

4. Furthermore, I am aware;

a) That I am expected to wear an approved Personal Flotation Device (PFD) when on the water, throughout the participation of this event;

b) That the instructors or guides are available to answer any questions that I may have as to proper use of the equipment;

c) That injuries sustained can be severe;

d) That my risk of injury is reduced if I follow all rules established for participation; and

e) That my risk of injury increases as I become fatigued.

5. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself.

I further certify that I am willing to assume all risks of any medical or physical condition(s) I may have. I assume full responsibility for any loss of personal property (camera, glasses, shoes, watches, phones, etc..) and any costs associated with said loss.

6. In the event that I file a lawsuit against Evolution Wake Park, I agree to do so solely in the Province of Ontario, Canada, and I further agree that the substantive law of the province shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Evolution Wake Park, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

7. For participants **under 18 years of age;** I hereby certify that I am the parent or guardian of the person participating, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

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**Name of Participant (PLEASE PRINT) Date of Birth MM/DD/YY Participant Signature**

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 **Home Address City Postal Code Telephone Number**

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**Parent/Guardian Signature (for participants under 18 years old) Date**