



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).

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.

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.

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.

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.

Name of Participant (PLEASE PRINT)

Date of Birth MM/DD/YY

Participant Signature

Name of Participant (PLEASE PRINT)

Date of Birth MM/DD/YY

Participant Signature

Name of Participant (PLEASE PRINT)

Date of Birth MM/DD/YY

Participant Signature

Name of Participant (PLEASE PRINT)

Date of Birth MM/DD/YY

Participant Signature

Home Address

City

Postal Code

Telephone Number

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

Date