



**1770742 ONTARIO INC. O/A EVOLUTION WAKE PARK  
2021 Season (Calendar Year)  
Release of Liability & Waiver of Claims 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 MUST SIGN THE FORM.**

**PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVER CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.**

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in a **1770742 Ontario Inc., o/a Evolution Wake Park** activity in the 2021 season, which includes cable activities, aqua park, skateboarding, biking, stand up paddleboards, pedal boats, kayaks, canoes, swimming, camping and the general use of Evolution Wake Park (collectively the "Activities"), the undersigned acknowledges and agrees to the terms below.

**DISCLAIMER:**

2. **1770742 Ontario Inc., o/a Evolution Wake Park** and its agents, officers, instructors, guides, volunteers, employees, representatives, and all other persons and entities acting in any capacity on its behalf (collectively the "Company") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Company.

**DESCRIPTION OF RISKS**

3. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the 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;
  - j) Exposure to insect bites and marine life; and
  - k) Drowning including but not limited to, equipment failure or entanglement, falling into the water or being knocked unconscious while participating in a towed water sport.
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 the Activities;
  - 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.

**RELEASE OF LIABILITY AND DISCLAIMER:**

5. I acknowledge that participating in the 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 Activities. I freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities. I agree that my physical condition (or that of my child) has been verified by a medical doctor to participate. If that condition changes thereby affecting my (or my child's) ability to participate and assume the risk, I will inform Evolution Wake Park prior to participation in the Activities. I FOREVER RELEASE **1770742 Ontario Inc., o/a Evolution Wake Park** from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Company.

**ACKNOWLEDGEMENT**

6. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating in the Activities, 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.



- 7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against 1770742 Ontario Inc., o/a Evolution Wake Park, on the basis of any claim from which I have released them herein.
- 8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.
- 9. 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**

\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
**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**

**ADDITIONAL SIGNATURE REQUIRED BELOW**

**PHOTOGRAPHY/VIDEOGRAPHY CONSENT**

I understand that any photograph, sound recording, motion picture or video taken of me (or my child) 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 provided this consent.

\_\_\_\_\_  
**Printed Name of Adult Participant**                      \_\_\_\_\_  
**Signature of Participant**                      \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Parent or Guardian**                      \_\_\_\_\_  
**Signature of Parent or Guardian**                      \_\_\_\_\_  
**Date**  
**(if the Participant(s) above is/are under 18 years old)**