

# ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY (AE-0604)

For Participants **UNDER THE AGE OF MAJORITY** in the Province in which the Exhibition Activities are Provided by the Host

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

## **The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Exhibition Activities**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Infant Participant named below with and for the benefit of: **LAKES DISTRICT FAIR ASSOCIATION** its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Exhibition Activities" includes but is not limited to any hot air balloon, bungee jump, ejection seat, animal ride or to the riding, handling, wrestling, or controlling of any unbroken or imperfectly broken animal, or to any form of rodeo, sporting event, race, stunt activity, motor sport, grandstand show, talent show, or to any other performance or demonstration for public entertainment which may be conducted by the "Host".

### **Initial Each Item below after Reading and Understanding each item:**

- \_\_\_\_\_ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that his waiver be binding on myself and the Infant for all legal purposes.
- \_\_\_\_\_ 2. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Exhibition Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Exhibition Activities" mean those dangerous conditions which are an integral part of "Exhibition Activities", including but not limited to:
  - (a) the propensity of any animals to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
  - (b) the unpredictability of an animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities;
  - (c) the potential for spectators to behave in a negligent manner that may contribute to injury to participants or others;
  - (d) the potential for buildings, materials, equipment or supplies to malfunction, fail, collapse or cause electric shock.
- \_\_\_\_\_ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Exhibition Activities".
- \_\_\_\_\_ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Exhibition Activities", it is not possible for the "Host" to make the "Exhibition Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Exhibition Activities".
- \_\_\_\_\_ 5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Exhibition Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
  - (a) to waive all claims that the Infant Participant has or may have in the future against the "Host";
  - (b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Exhibition Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
  - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant's participation in "Exhibition Activities".
- \_\_\_\_\_ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Canada in which the "Exhibition Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Canada in which the "Exhibition Activities" are provided by the "Host".
- \_\_\_\_\_ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

### **PLEASE PRINT CLEARLY:**

Infant Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent/Guardian of Infant Participant) Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print Name of "Host" Witness to Signing and Initialing) (Signature of "Host" Witness)