

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY (AE-004)

For Participants **OVER 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!

Every Person Must Read and Understand this Waiver Before 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 (the Participant) with and for the benefit of: **LAKES DISTRICT FAIR ASSOCIATION** its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively 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 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.
- ____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Exhibition Activities".
- ____ 3. 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 even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Exhibition Activities".
- ____ 4. In addition to consideration given to the "Host" for my participation in "Exhibition Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
 - (a) to waive all claims that I have or may have in the future against the "Host";
 - (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the "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 my participation in "Exhibition Activities".
- ____ 5. 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".
- ____ 6. 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 myself and the "Host", and it is binding on myself and my "Legal Representatives".
- ____ 7. I confirm that I have reached the age of majority in the province in which I am participating in "Exhibition Activities".

PLEASE PRINT CLEARLY:

Participant Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

(Signature of Participant) Signed this _____ day of _____, 20 _____

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

(Signature of "Host" Witness) Signed this _____ day of _____, 20 _____

