

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

NOTICE TO THOSE WITH PREVIOUS HEART CONDITION: THIS EVENT HAS JUMP SCARES AND EVENTS/EXHIBITS THAT WILL INCREASE YOUR CHANCE OF A SUDDEN BLOOD PRESSURE INCREASE

PLEASE READ CAREFULLY!

This Release Agreement Shall Apply to All Future Participation in Chaos Carnival

Name: _____

Date of Birth: _____

Telephone: _____

TO: ASSOCIATION OF CANADIAN MOUNTAIN GUIDES; HIS MAJESTY THE KING IN RIGHT OF CANADA; and their directors, officers, employees, guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**") Chaos Carnival.

In this Release Agreement, the term "**Chaos Carnival**" shall include but is not limited to: Staff, volunteers, walk participants and property owners.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful event coordinator would use under similar circumstances, or breach of any other duty of care imposed by law.

I am aware of the risks, dangers and hazards associated with chaos carnival and i freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

EMERGENCY, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with any personal injury, loss of wages due to injury, mental trauma and all other types of physical and mental trauma, rescue or first aid will be my responsibility and will not be covered by the Releasees.

ASSUMPTION OF RISKS – WEATHER, WILDLIFE, TRIPS, SLIPS, FALLS, PREVIOUS HEALTH CONDITIONS, MENTAL TRAUMA

I am aware that participation in Chaos Carnival activities involves several risks, dangers and hazards and that may be caused by natural forces, staff, volunteers, exhibits or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe due to previous participants, weather changes or whether a fall, trip or slip may occur. Although Chaos Carnival has cleared the pathway, the terrain is uneven and may have hidden risks such as sticks, tree roots, forest dead fall, rocks and depressions on or below the ground surface; variable and difficult in different weather and lighting conditions; and **NEGLIGENCE** on the part of the releasees. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of Chaos Carnival activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement") by signing this document you will waive or give up certain legal rights, including the right to sue for negligence, breach of contract or breach of the Occupiers Liability Act or claim compensation following an accident.

In consideration of the Releasees allowing me to participate in Chaos Carnival activities I hereby agree as follows:

- 1. To waive any and all claims** that I have or may in the future have against the Releasees and **to release the releasees** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Chaos Carnival activities, **due to any cause whatsoever, including negligence, or breach of any statutory or other duty of care, including any duty of care owed under any applicable occupier's liability legislation on the part of the releasees. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in** Chaos Carnival;
- 2. To hold harmless and indemnify the releasees** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Chaos Carnival activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the Chaos Carnival take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Chaos Carnival takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Chaos Carnival activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN CHAOS CARNIVAL ACTIVITIES.

Participant Signature: _____ **Date:** _____

Guardian Signature: _____ **Date:** _____
(Participants under the age of 16)