

**WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT (SEASONAL CAMPER ADULT)**

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each numbered line after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. Each individual attending the Premises and/or participating in the activities of the Campground must complete and sign a separate Waiver. Every adult (18 years of age or older) must complete and sign their own Waiver and may not sign on behalf of another adult. Each minor (under 18 years of age) must have a separate Waiver completed and signed by their parent or legal guardian.

**BETWEEN:**

***Cedar Rail Family Campground***

(hereinafter the "Campground")

**015259 Grey Bruce Line, Chesley, ON NOG 1LO (519) 363-3387 [camp@cedarrailcamp.com](mailto:camp@cedarrailcamp.com)**

(hereinafter the "Premises")

**AND**

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(hereinafter the "Attendee" on Site # \_\_\_\_\_)

Permanent home address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home telephone number: \_\_\_\_\_ Cellular telephone number: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_ Emergency contact number: \_\_\_\_\_

Address on the Driver's License the same permanent home address: Yes \_\_\_\_ No \_\_\_\_

If No, please provide: \_\_\_\_\_

Vehicle Licence Plate #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: the Campground, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns.**

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Campground may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Campground and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Campground and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Campground and have no medical condition that would make my participation in the activities of the Campground more hazardous.
4. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Campground.
5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Campground owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
6. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Campground to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.

INITIAL HERE: \_\_\_\_\_

7. I understand and agree that I may not bring weapons or illegal substances to the Premises.
8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Campground or on the Premises.
9. I am aware there is no lifeguard at the pool, pond, or river, and I am responsible for the supervision of all children in my care. I understand and accept the risks associated with swimming and the use of pond toys. I am aware that although there is a fence around the pool, there is open water at the river and pond, and I am responsible for the safety of the children in my care. **I understand that all individuals must wear a properly fitted life jacket at all times while participating in any water activities.**
10. I understand that the Campground may photograph or record me while on the Premises. I grant the Campground permission to use such images or recordings for promotional, advertising, and social media purposes without compensation, and I release the Campground from any claims relating to such use.
11. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Campground and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Campground or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
12. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Campground or attending the Premises..
13. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Campground or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
14. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
15. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or attending the the Premises, under the terms of any statute, including, but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended; and, the *Negligence Act*, R.S.O. 1990, c. N.1, as amended.
16. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Campground or while on the Premises of the Campground.
17. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
18. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Campground.
19. I am aware that the campground is only opened from May 1<sup>st</sup> – Oct 15<sup>th</sup> each year. The water is shut off, and the roads are not maintained during the rest of the year. I understand the Campground is not liable for any damage or injury if we enter the premise during the closed time of year.

**I understand that there are inherent and unforeseen risks involved in participating in the activities of the Campground or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of the Campground or while attending the Premises.**

\_\_\_ I verify I am at least 18 years old;

**Attendee signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_**

Pursuant to Ontario's *Electronic Commerce Act, 2000*, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.