

Visiting:

Lot/Name:

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT AND  
CONSENT TO MEDICAL TREATMENT**  
(the "Release Agreement")

**TO BE COMPLETED BY ALL VISITORS**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO S UE. PLEASE READ  
CAREFULLY!**

INITIAL	INITIAL

**TO: BIRCH COVE CAMPGROUNDS LTD., all related or associated companies, subsidiaries and affiliated organizations and their respective owners, directors, officers, managers, members, employees, agents, representatives, heirs, successors and assigns (the "Releasees" or the "Campground").**

3010 PIGEON LAKE ROAD, BOBCAYGEON, ON KOM 1A0 (the "Premises")

<b>VISITOR INFORMATION</b>				
Visitor #1		Date of Birth		
Visitor #2		Date of Birth		
Home Address				
City		Province		Postal Code
Phone Number		E-Mail		
Name of Emergency Contact				
Emergency Contact's Telephone Number				
Vehicle Licence Plate Number				

**ACKNOWLEDGEMENT – CAMPGROUND SAFETY**

I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Campground (the “**Campground Activities**”) may involve the risk of serious injury, death, and/or property damage or loss, and may result in aggravation of previous injuries.

INITIAL	INITIAL

**CONSENT TO MEDICAL TREATMENT**

I represent and warrant to the Releasees that I am in good physical condition, and can safely participate in the Campground Activities. I am also advised to seek medical relief if I know or suspect that my physical condition may at any time be incompatible with the Campground Activities.

If I am pregnant, disabled or have recently suffered an illness or injury, I acknowledge that I have been advised to consult a physician before participating in the Campground Activities.

I consent to medical care and transportation to obtain treatment in the event of injury, and understand that this Release Agreement extends to any liability arising out of or in any way connected with such medical treatment or transportation.

INITIAL	INITIAL

**ASSUMPTION OF RISKS**

I am aware that attendance at the Premises and participation in the Campground Activities may involve many risks, dangers and hazards including but not limited to: my own actions or inactions of others (including Campground owners, officers, directors, managers, staff, volunteers, visitors or otherwise); accidents which occur during transportation or travel to and from the Campground; slips and falls; injuries; drowning; hypothermia due to exposure to very cold water; impact or collision with rocks, trees, logs; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions or surfaces; negligence of first aid; negligence of other participants; illnesses; infections and contact with others. I am also aware that there is a risk of **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 THE RISKS, DANGERS AND HAZARDS OF THE CAMPGROUND ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE CAMPGROUND ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

  
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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my attendance in the Premises and participation in the Campground Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby declare that I understand and 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 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 attendance in the Premises and participation in the Campground Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS' LIABILITY ACT*, R.S.B.C. 1996, C.337, 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 THE RISKS, DANGERS AND HAZARDS OF THE CAMPGROUND ACTIVITIES;**
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 attendance in the Premises and my participation in the Campground 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 Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
6. I expressly agree that this Release Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario. If any provision of this Release Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

7. I agree that I have entered into this Release Agreement of my own volition, and of equal bargaining power. As such, I expressly agree that *contra proferentem* shall not apply to the interpretation of the terms of this Release Agreement, and that any ambiguity with respect to this Release Agreement shall be interpreted in favour of the Campground.

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INITIAL

INITIAL

**COMPLETE BELOW IF YOU ARE A PARENT/GUARDIAN OF AN ATTENDEE UNDER THE AGE OF**

**18** I am the parent or guardian of the minor(s) named below (the “Minor ”):

Name	Relationship to Visitor	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I give consent for the Minors’ attendance of the Premises and participation in the Campground Activities. I represent that the Minors are in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms of the Release Agreement herein. I agree that the terms apply to both myself and the Minors, and represent that I have the legal authority to enter into this Release Agreement on behalf of the Minors.

I agree to reimburse the Releasees and do hereby covenant and agree that I will indemnify the Releasees of and from all claims and demands, suits, actions or claims for contribution or indemnity whether statutory, contractual, tort, in equity or otherwise which may be brought against the Releasees on behalf of the Minors.

_____	_____	_____
Signature Visitor #1	Printed Name	Date
_____	_____	_____

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 the Premises and related Campground Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.** I agree the failure of any provision of this Agreement to insert an "INITIAL" box for my acknowledgement shall not invalidate that provision.

\_\_\_\_\_  
Visitor #1 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Visitor #2 Initial

\_\_\_\_\_  
Date