

Forest BIA Train Ride

Release of Liability, Waiver of Claims Assumption of Risks and Indemnity Agreement

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: Forest BIA and the Municipality of Lambton Shores and its directors, officers, employees, volunteers and sponsors (hereinafter referred to as the "Releasees")

ASSUMPTION OF RISKS

I am aware that there are certain risks associated with riding the **Forest BIA Train Ride** that may cause serious injury and even death, and loss or damage of personal property. The risks include, but are not limited to: the breakage or failure of equipment, negligence on the part of myself and/or other participants, negligence of Forest BIA, the improper use of equipment, and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE **FOREST BIA TRAIN RIDE** AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the Releasees permitting my use of the **FOREST BIA TRAIN RIDE** (hereinafter referred to as "the Train Ride"), 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 resulting from either my use of or my presence on the Train Ride 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 UNDER THE OCCUPIERS LIABILITY ACT, RSO 1990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Train Ride.
3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and

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5. Any litigation involving the parties to this Agreement shall be brought solely within the Province Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the Train Ride other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

Signed this _____ day of _____, 20____

Name(s) of participant(s): _____

Name of parent or Guardian: _____

Signature of parent or Guardian: _____

Address of parent of Guardian: _____

Phone number of parent or Guardian: _____

Signature of Witness (BIA Representative): _____

Personal information, as defined by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) is collected under the authority of the Municipal Act, 2001, and in accordance with the provisions of MFIPPA. Personal information collected on this form will be used for the purpose of the liability waiver record keeping for participation in the Forest BIA Train Ride in the Municipality of Lambton Shores. Any questions regarding the collection of this information should be directed to the Clerk at 519-243-1400 ext. 8414.