

# Muskoka Waterbikes

## RELEASE OF CLAIMS

### **Warning: By signing this you give up the right to sue**

TO: ET Corp (o/a Muskoka Waterbikes) and all their officials, directors, officers, employees, agents and volunteers (collectively herein referred to as "Releasees"):

**RE: Muskoka Waterbikes water bike rentals, instruction and tours and related activities at various locations in the Muskoka, Ontario region ("Activities")**

I am aware that by their nature the Activities are inherently dangerous activities, the risks of which include, without limitation, operational skills being required to safely use the equipment, unpredictability of weather and sea conditions, psychological and physical reaction to extreme natural forces and conditions, and collision with exposed or unexposed hazards and with watercraft.

In consideration of being permitted to participate in the Activities, I hereby agree as follows:

1. For myself and for any and all children under my care participating in the Activities (the "Children"), if any, I freely ACCEPT and fully ASSUME responsibility for all the risks, dangers, and hazards of the Activities and the possibility of personal injury, death and property damage or loss resulting therefrom and I understand that I AM RESPONSIBLE FOR MY OWN SAFETY and for that of the Children, if any, and that the Releasees are not responsible for my or our safety in connection with the Activities;
2. I RELEASE ALL CLAIMS I may have against the Releasees or any of them AND I AGREE NOT TO SUE them or any of them for any personal injury, death, permanent and disabling injury, property damage or loss sustained by me and/or, if any, the Children, as a result of my or our participation in the Activities due to any cause whatsoever INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF the Releasees or any of them;
3. I AM RESPONSIBLE for all costs of any rescue or medical attention rendered to me and/or, if any, the Children or for my and/or their benefit arising from the Activities and I SHALL INDEMNIFY the Releasees from any and all liability in respect of any and all of such cost;
4. I SHALL INDEMNIFY the Releasees for any loss, injury, damage or expense they or any of them may suffer, incur or experience and for any and all complaints, demands, claims, actions, suits, judgments and orders against them or any of them for any loss, injury, damage or expense anyone else may suffer, incur or experience resulting from my participation in the Activities;
5. In entering into this Agreement, I am not relying on any oral, written or visual representations or statements made by any Releasee;
6. I confirm that I am of the full age of 19 years and that I have read and understood this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors; and

7. I agree that this Agreement shall in all respects be governed by and interpreted in accordance with the laws of the Province of Ontario.

**Health Statement:** I will notify Muskoka Water bikes ownership or employees if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

**Media Statement:** By signing below, I hereby grant and convey to Muskoka Waterbikes all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by them or either of them.

### SAFETY CHECKLIST

- I have been offered a copy of safety guide to review before participating.
- I have been given instruction on safe operation of a waterbike.
- I acknowledge that I am not currently intoxicated, and will not consume alcoholic beverages or other intoxicating substances while on board.
- A properly sized life vest has been provided and fitted, and I understand it must be worn at all times.
- I have been instructed on proper use of my emergency whistle and how to properly utilize hand signals for help.
- I understand that it is illegal to litter on the water, and I can be ticketed by local marine patrol.
- I understand that I will be responsible for any costs associated with any damage incurred by me during my rental period.
- I have been properly instructed on where I can safely operate a water bike.
- I understand that non-guided rentals must stay within the zones outlined and specified by Muskoka Waterbikes

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE SAFETY CHECKLIST SET OUT HEREIN AND I FULLY UNDERSTAND THEIR CONTENTS AND THAT IN SIGNING THIS DOCUMENT I WILL GIVE UP SUBSTANTIAL RIGHTS, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

Adult Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Children's Names & Dates of Birth: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parent/Guardian Relationships with Children: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_