

Release and Indemnity Agreement

Participant has read and voluntarily signed this release and indemnity Agreement, and further agrees that no oral representations, statements or inducements apart from this written agreement has been made. The Participant understands that this is a release of all of **Participant** claims and all claims that may be raised by through or under Participant by others. The **Participant** understands that he/she assumes all risk and costs inherent in being at the Facility and present for any Activities.

Participant Name	Signature (mandatory)	Date

Amount Paid _____ (Put paper money in envelope)

Optional email address: _____ I Consent to receive emails

If Participant is under 18 or otherwise unable to sign a contract, then eligible guardians must fill in and sign and be fully responsible for the Participant	
parent or guardian name:	Signature
parent or guardian name:	Signature

THIS AGREEMENT is made by **Participant**, an adult over the age of 18 or, if under the age of 18 then made with the full knowledge and approval of all legal parents and guardians, to release and indemnify Edward Yaternick and any other persons or corporations ("**Proprietors**") who might lease or are otherwise be present at 1600 Bankfield Road Ottawa Ontario ("**Facilities**") , as set forth below:

WITNESSETH WHEREAS, Participant on his or her own behalf and on behalf of the other members of his or her family, including Participant's spouse, partner and friends, parents, children and any other kind of dependent, insurers, heirs, executors, personal representatives and assigns (referred to hereinafter collectively and singularly as "**Participant**"), the Participant hereby grants to Proprietors this full release and indemnification as consideration for the right to visit Facilities including but not limited to watching or participating in any sport, social, or hobby, and any activities not directly related to the activity they were intending to be present at, including but not limited to equestrian, radio control vehicles and aircraft, cricket, volleyball, soccer, football, or and an all other sports (the "**Activities**") and WHEREAS it is a condition of the Participant participating in or being present at any Activities at the Facilities that the Participant indemnify and release the Proprietors from any and all damages, losses, claims, causes and suits whatsoever of any nature or kind, directly or indirectly arising in any way from the Activities; NOW, THEREFORE, in consideration of being present at the Facilities and Activities, and other good and valuable consideration as may arise, the receipt of which is hereby acknowledged,

Participant agrees as follows

- Release.** Participant hereby DOES VOLUNTARILY RELEASE, DISCHARGE, WAIVE, RELINQUISH and COVENANT NOT TO SUE with respect to any and all actions, causes of action, claims, covenants and demands whatsoever which Participant now has or hereafter can, shall or may have, for any and all damage and/or loss of whatever nature and kind, including, without limiting the generality of the foregoing, bodily injury, property damage or death occurring to Participant or any asset or Personal Property (as hereinafter defined) owned, possessed, controlled or used by Participant, arising either directly or indirectly out of the use of any of the Facilities or participating in any Activities at the Facilities, wherever or however the same may occur and for whatever period said activities or use may continue. Participant HEREBY RELEASES, WAIVES, DISCHARGES, RELINQUISHES and COVENANTS NOT TO SUE with respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant and agree that under no circumstances will Participant prosecute or present any claim for any and all damage and/or loss of whatever nature and kind, including, without limiting the generality of the foregoing, bodily injury, property damage or death against the Proprietors arising from any claim of any kind or nature in connection with Participant's involvement in any of the Activities or use of Facilities, whether same shall arise in whole or in part from the negligence of the Proprietors or any third party and whether such negligence is the sole or a concurring cause of the damage and/or loss.
- Indemnity.** Participant further does HEREBY INDEMNIFY AND HOLD HARMLESS the Proprietors from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including counsel fees and costs, which might arise by whomever, by, through and under Participant, or whenever made or presented for any loss or damage directly or indirectly, related to Participant's participation in any of the Activities or Participant's use of any of the Facilities. It is the intention of the parties hereto that the Participant will indemnify and protect Proprietors from the consequences of Proprietor's or any party's negligence (including others who may be participating in the Activities or present at the Facilities), who may have a claim or cause of action against Proprietors that arose by, through or under Participant, whether same arises, in whole or in part, from the negligence of the Proprietors or any other party and whether such negligence is the sole or concurring cause of the bodily injury, property damage or death.
- Defence Against Claims.** Participant agrees to defend Proprietors against any claims brought or actions filed against Proprietors with respect to the subject of the Indemnity contained herein. Proprietors can employ counsel of their own selection to appear and defend a claim or action on behalf of Proprietors at the expense of Participant.
- Representations.** Participant hereby agrees to always abide by all general rules of the Facilities and to comply with all rules and regulations to the extent that the Club advises engaged in by Participant at the Facilities. Participant fully understands that Activities are dangerous and accepts and assumes all risk of personal injury (including death) and bodily harm and injury to Participant's property including injury or death to animals owned or used by Participant. Participant hereby voluntarily executes this Agreement to induce the Proprietors to permit his participation in the various Activities and presence at the Facilities. PARTICIPANT FURTHER ACKNOWLEDGES THAT SUCH PARTICIPATION AND USE IS AT PARTICIPANT'S OWN RISK AND WITHOUT ANY REPRESENTATIONS OF ANY KIND OR CHARACTER HAVING BEEN MADE TO PARTICIPANT BY THE PROPRIETORS OR ANY OF THEM.
- Medical.** Participant fully recognizes the risks of injury to person, animals and Personal Property (as hereinafter defined) inherent in participation in any physical activity and hereby represents to the Proprietors that Participant has either consulted Participant's personal physician who has consented to Participant's participation in the Activities or has elected to forego a physical examination, but declare that Participant is physically capable of participating in Activities. Participant hereby gives consent to emergency medical care, as the case may be, inclusive of necessary transportation in order to obtain such treatment in the event of injury to Participant as the Proprietors or any one acting at the Facilities may deem appropriate, whether or not such treatment is necessary or desirable, but without any obligation on any person to take any action or provide any treatment in such regard. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical treatment or transportation provided in the event of some emergency. Participant recognizes that medical care are not available in the normal course at the Facilities. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR DEATH DUE TO THE NEGLIGENCE OF ANY PARTY HEREIN RELEASED.
- Participant's Personal Property.** Participant understands that all equipment, clothes, personal effects, jewellery, supplies, animals, trailers and any other personal property owned, controlled or used by Participant (the "**Personal Property**") and brought to the Club and used, stored or otherwise located in or around the Facilities shall remain the sole responsibility of Participant to properly secure from theft, damage or injury to any other person. All Personal Property should be insured by Participant, as the Club does not have any responsibility or obligation to insure its safety or injury to any other person. ALL PERSONAL PROPERTY LEFT AT ANY OF THE FACILITIES IS LEFT AT THE SOLE RISK OF THE PARTICIPANT AS TO ITS REMOVAL, DISPOSAL, THEFT, DAMAGE OR INJURY TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE OR INJURY RESULTING FROM PARTICIPANT'S PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE OF PARTICIPANT. Participant further understands that the releases and indemnity provisions of the Agreement include and relate to any and all damages, claims, causes of action, expenses or the like arising from the theft, or damage or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.
- Miscellaneous.** This Agreement shall be governed and construed under the laws of the Province of Ontario. Any references to gender, singular or plural context shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.
- Language.** The parties hereto confirm that the present agreement has been drawn up in the English language at their request. Les parties aux présente conferment que la présente convention à été rédigée en langue anglaise à leur demande.
- Release Binding on Heirs.** The provisions hereof shall enure to the benefit of the Proprietors and each of their heirs, successors, administrators, executors and legal personal representatives and shall be binding on the heirs, executors, administrators and legal personal representatives of the undersigned.