

PT WATERSPORTS INC. O/A FunSplash Sports Park Binbrook
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document you will waive certain legal rights. Please read carefully

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant in the spectating, orientation, instruction, activities, programs, and services of PT Watersports Inc. (o/a FunSplash Sports Park Binbrook) (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. PT Watersports Inc. (o/a FunSplash Sports Park Binbrook) and its owners, directors, officers, employees, contractors, volunteers, officials, participants, agents, sponsors, owners/operators of any facility or course used by PT Watersports Inc. (o/a FunSplash Sports Park Binbrook), including representatives of the Niagara Peninsula Conservation Authority, Ontario (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description and Acknowledgement of Risks

3. I understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for physical or emotional injury, damage to property or third parties, serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) The Organization's has a difficult task to ensure safety but it is not infallible. The Organization may be unaware of your fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions and the equipment being used might malfunction.
4. I understand and acknowledge that a pertinent risk to participating in the Activities is the risk of drowning. I acknowledge that at all times while participating in the Activities I am required to wear a securely-fitting Transport Canada-approved personal flotation device (life jacket).
5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
 - a) Drowning;
 - b) Death, serious neck and spinal cord injuries which may render me permanently paralyzed or brain damaged;
 - c) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of body or to my general health and well-being;
 - d) Abrasions, sprains, strains, fractures, or dislocations;
 - e) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - f) Physical and cardiovascular exertion, and rapid movements and stops;
 - g) The failure to properly use any piece of equipment;
 - h) Physical contact with other participants, spectators, equipment, and hazards;
 - i) Impact or collision with watercrafts, inflatables, water, or any other features within the water park, or other persons, including other participants, spectators or employees;
 - j) Boat capsizing and entrapment;
 - k) Not wearing appropriate safety equipment, such a life jacket;
 - l) Entering the water by falling, sliding, diving or jumping;
 - m) Extended time in water or underwater;
 - n) Equipment failure including deflated inflatables;
 - o) Failure to act safely or within my own ability or within designated areas;
 - p) Negligence of other persons, including other spectators, participants, or employees;
 - q) Forces of nature including lightning, rapid weather changes, strong wind, large waves, eddies and whirlpools, tidal conditions, surf and currents;
 - r) Weather conditions which may result in exposure to sun, dehydration, heatstroke, sunstroke or hypothermia;
 - s) Insect bites, aggressive and/or poisonous marine life; and
 - t) The negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

I have read and agree to be bound by paragraphs 3-5

Terms

6. In consideration of the Organization allowing me to participate in the Activities, I agree:
 - a) That my physical condition is appropriate to participate in the Activities and I assume all risks related to my medical or physical condition(s);
 - b) To comply with the rules and regulations for participation in the Activities;

- c) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of an Organization representative immediately;
- d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself;
- e) The risks associated with the Activities are increased when I am impaired and I agree not to participate if impaired in any way;
- f) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
- g) That I am fully responsible for any loss of personal property (camera, glasses, shoes, watches, etc.) and any costs associated with any related loss; and
- h) I agree to wear a Transport Canada approved personal floatation device (life jacket) throughout the Activities.

Release of Liability and Disclaimer

7. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me;
 - b) To ASSUME all risks arising out of, associated with or related to my participation and I elect to participate in spite of the risks;
 - c) That I am not relying on any oral or written statements made by the Organization or their agents, whether in brochure, advertisement or in individual conversations, to agree to be involved in the Activities;
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities of the Organization;
 - f) To FOREVER RELEASE, REMISE, DISCHARGE, INDEMNIFY AND SAVE HARMLESS the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, expense or injury including death, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, spectating or merely attending an Activity, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization including, but not limited to any duty of care owed under any applicable occupiers liability legislation;
 - g) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - h) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read and agree to be bound by paragraphs 6-7

Image Consent

8. I grant permission to the Organization to photograph and/or record my image and/or voice on still or motion picture film and/or audio tape (collectively the "Images"), and to use this material to promote the Organization through the media of newsletters, websites, television, film, radio, print and/or display form and for factual information.
9. I hereby assign to the Organization all rights, title, and interest, including copyright, in and to any and all such Images and I hereby irrevocably authorize the Organization, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute, in any medium now known or later developed, any and all such Images in perpetuity for the purposes expressed above.
10. I further release and forever discharge the Organization from any and all claims and demands arising out of or in connection with the use of said Images, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright.

I have read and agree to be bound by paragraphs 8-10

Jurisdiction

11. I agree that in the event that I file a lawsuit against the Organization, I agree to do so solely in the province of Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Acknowledgement

12. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, assigns, estate, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released them herein.

Name of Participant (print)

Signature of Participant

Date