

**PT WATERSPORTS INC. O/A FunSplash Sports Park Binbrook  
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

*(To be executed by Participants under the Age of Majority)*

**WARNING! By signing this document you will assume certain risks and responsibilities. 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, being the Participants and the Participants' Parent/Guardian (collectively the "Parties"), acknowledge 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 the Participants during, or as a result of, the Activities.

***We have read and agree to be bound by paragraphs 1 and 2***

**Description of Risks**

3. The Parties 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. The Parties understand and acknowledge that a pertinent risk to participating in the Activities is the risk of drowning. The Parties acknowledge that at all times while participating in the Activities the Participants are required to wear a securely-fitting Transport Canada-approved personal flotation device (life jacket).
5. The Participants are participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities and the Participants may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
- 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.

***We have read and agree to be bound by paragraphs 3 and 5***

**Terms**

6. In consideration of the Organization allowing the Participants to participate in the Activities, the Parties agree:

- a) That the Participants' physical condition are appropriate to participate in the Activities and to assume all risks related to the Participants' medical or physical condition(s);
- b) To comply with the rules and regulations for participation in the Activities;
- c) That if the Participants observe an unusual significant hazard or risk, the Participants will remove themselves 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 the Participants in the Activities and they affirm that they have ascertained appropriate insurance to protect the Participants;
- e) The risks associated with the Activities are increased when the Participants are impaired and the Participants agree not to participate if impaired in any way;
- f) That it is their sole responsibility to assess whether any Activities are too difficult for the Participants. By the Participants commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- i) That they are fully responsible for any loss of personal property (camera, glasses, shoes, watches, etc.) and any costs associated with any related loss; and
- j) That the Participants will wear a Transport Canada approved personal floatation device (life jacket) throughout the Activities.

**Release of Liability**

7. In consideration of the Organization allowing the Participants to participate, the Parties agree:
- a) That the Parties are 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; and
  - b) To freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participants' participation in the Activities.
- We have read and agree to be bound by paragraphs 6-7***

**Image Consent**

8. The Parties grant permission to the Organization to photograph and/or record the Participants 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. The Parties hereby assign to the Organization all rights, title, and interest, including copyright, in and to any and all such Images and the Parties 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. The Parties 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***

**General**

11. The Parties agree that in the event that they file a lawsuit against the Organization, they 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.
12. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement**

13. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, assigns, estate, executors, administrators and legal or personal representatives. The Parties further acknowledge by signing this agreement they have waived the right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

Name of Participant (print)	Date of Birth	Name of Participant (print)	Date of Birth
-----------------------------	---------------	-----------------------------	---------------

Name of Participant (print)	Date of Birth	Name of Participant (print)	Date of Birth
-----------------------------	---------------	-----------------------------	---------------

Name of Parent or Guardian (print)	Signature of Parent or Guardian	Date
------------------------------------	---------------------------------	------