

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

(To be executed by Participants if they are over the Age of Majority 18+)

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

Participant's Name: _____ **Participant's Date of Birth:** _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the spectating, orientation, instruction, activities, programs, and services of PT Watersports Inc. (o/a FunSplash Sports Park) (collectively the "Activities"), must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. PT Watersports Inc. (o/a FunSplash Sports Park) 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), including representatives of the Niagara Peninsula Conservation Authority, Ontario and the Town of St. Mary's, 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;
- 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; and
- c) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19 or any other contagious disease. Further, participating in the Activities could increase my risk of contracting COVID-19.

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) The transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;
- e) Abrasions, sprains, strains, fractures, or dislocations;
- f) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- g) Physical and cardiovascular exertion, and rapid movements and stops;
- h) The failure to properly use any piece of equipment;
- i) Physical contact with other participants, spectators, equipment, and hazards;
- j) Impact or collision with watercrafts, inflatables, water, or any other features within the water park, or other persons, including other participants, spectators or employees;
- k) Boat capsizing and entrapment;
- l) Not wearing appropriate and securely-fitting safety equipment, such a life jacket;
- m) Entering the water by falling, sliding, diving or jumping;
- n) Extended time in water or underwater;
- o) Bacterial infections and rashes related to E.coli, blue green algae, etc. (known or unknown)
- p) Equipment failure including deflated inflatables;
- q) Failure to act safely or within my own ability or within designated areas;
- r) Negligence of other persons, including other spectators, participants, or employees;
- s) Forces of nature including lightning, rapid weather changes, strong wind, large waves, eddies and whirlpools, tidal conditions, surf and currents;

- t) Weather conditions which may result in exposure to sun, dehydration, heatstroke, sunstroke or hypothermia;
- u) Insect bites, aggressive and/or poisonous marine life; and
- v) 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) **(COVID-19)** That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 or other contagious disease and such exposure may result in personal injury, illness, permanent disability, or death;
 - h) 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
 - i) 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) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by a contagious disease, including COVID-19, as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
 - h) 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
 - i) 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 and 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

DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): _____

Individual's Parent/Guardian _____
(if the individual is younger than 18 years old)

Email: _____

Phone: _____

WARNING!

ALL INDIVIDUALS ENTERING THE FACILITY AND/OR PARTICIPATING IN ACTIVITIES MUST COMPLY WITH THIS DECLARATION

PT Watersports Inc. (o/a FunSplash Sports Park) (the "Organization") requires the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further spread of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual's parent/guardian, if the individual is younger than 18 years old) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the individual named above and the individual's parent/guardian (if the individual is younger than 18 years old), hereby acknowledge and agree to the terms outlined in this document:

- 1) The coronavirus disease COVID-19 has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The individual has not been diagnosed with COVID-19. **OR** If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities.
- 3) If the individual is a front-line worker (such as hospital staff, long term care staff, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19), the individual has worn proper and approved Personal Protective Equipment at all times whenever they interacted with an individual who has a confirmed or suspected case of COVID-19 in the last 14 days.
- 4) If the individual is not a front-line worker, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19, they have not been exposed to a person with a confirmed or suspected case of COVID-19 in the last 14 days.
- 5) The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.

- 6) The individual has not, nor has anyone in the individual's household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
- 7) If the individual experiences, or if anyone in the individual's household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the individual will immediately isolate, notify the Organization, and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 8) The individual has not, nor has any member of the individual's household, travelled to or had a lay-over in any country outside Canada. If the individual travels, or if anyone in the individual's household travels, outside of Canada after submitting this Declaration of Compliance, the individual will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
- 9) The individual is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
- 10) The individual will follow the safety, physical distancing and hygiene protocols of the Organization.
- 11) The individual will bring their own personal items and personal equipment (such as water bottles, bags, towels, etc.) at their discretion and will not share their personal items or equipment with other individuals.
- 12) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 13) The Organization may remove the individual from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Signature: _____ Date: _____
Individual (if the individual is 18 years old or older)

Signature: _____ Date: _____
Parent/Guardian (if the individual is younger than 18 years old)