

## Huronia Historical Parks – Biking, Skating and Kayaking

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION BY PARENT/LEGAL GUARDIAN IN RESPECT OF MINOR

**PLEASE READ CAREFULLY**

**BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Print Name of Minor: \_\_\_\_\_ (“Minor”) Age: \_\_\_\_\_

Insert Date Minor Participating in One or More Activities: \_\_\_\_\_ (“Date”)

Print Name of Parent/Legal Guardian: \_\_\_\_\_

Parent/Legal Guardian Contact Information:

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**TO: Huronia Historical Parks**, the Ontario Ministry of Tourism, Culture and Sport, Her Majesty the Queen in right of Ontario, and their ministers, agents, appointees, employees, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as “HHP”).

**IN CONSIDERATION OF HHP** permitting the Minor to participate in one or more of the Activities on the Date, I hereby freely, voluntarily and without duress execute this Release of Liability, Waiver of Claims and Indemnification (the “**Release**”) on the following terms:

1. **CONFIRMATION OF AUTHORITY.** I am the parent or authorized legal guardian of the Minor and confirm that I have the authority to execute this Release, and I do execute this Release, on my own behalf, on behalf of any other parent, guardian or legal representative and on behalf of the Minor. I confirm that: *[please initial correct statement]*
  - a. no additional signature is required for this Release to be enforceable against me, against any other parent, guardian or legal representative of the Minor or against the Minor; \_\_\_\_\_ *[initial here OR below depending on which is the correct statement]*
  - OR**
  - b. that each of the other parents, guardians or legal representatives of the Minor has also executed a copy of this Release and it is attached. \_\_\_\_\_ *[initial here OR above depending on which is the correct statement]*
2. **ACTIVITIES.** The term “**Activities**” includes all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by HHP at or from Huronia Historical Parks, including Sainte-Marie among the Hurons and Discovery Harbour (the “Parks”), and shall include, but shall not be limited to, skating, biking and kayaking; using skate and bike trails at or from the Parks; using open waters at and surrounding the Parks; using equipment, apparatus or vehicles, including skates, bikes, kayaks, paddles and helmets, belonging to or otherwise made available by or through HHP; and otherwise moving on or around the Parks and its surrounding lands and waters for purposes of participating in the activities. \_\_\_\_\_ *[initial here]*
3. **RISKS.** I am aware that participation in the Activities involves inherent and unusual risks, dangers and hazards (“Risks”) including, but not limited to, ice and other slippery surfaces; open waters; debris on the trails and in the waters; impacts or collisions or distractions caused by other participants, HHP staff, spectators, equipment, apparatus, vehicles, wildlife, trees, platforms or other natural or man-made objects; difficult natural or man-made terrain or waters; changing weather conditions which may cause trails, equipment, apparatus and vehicles to be slippery and waters to be choppy; exposed and falling rock, earth, ice, trees or other natural objects; wildlife; equipment, apparatus or vehicle failure; man-made or natural objects interfering with the function of equipment, apparatus or vehicles; improper use of equipment, apparatus or vehicles; slips and falls; falls from heights, apparatus or vehicles; falls into and immersion in water; failure to remain within designated areas; exposure to extreme heat, rain or other inclement weather; negligence of other participants or third parties; over exertion; the aggravation of pre-existing mental or physical injuries or conditions or congenital defects caused by unusual mental stresses, physical exertion and forces exerted on the Minor’s body and **NEGLIGENCE ON THE PART OF HHP INCLUDING THE FAILURE ON THE PART OF HHP TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE MINOR** from the Risks. I am also aware that the Risks referred to above exist throughout the Parks and its surrounding lands and waters and may be uncontrolled, unmarked and not inspected. \_\_\_\_\_ *[initial here]*
4. **ASSUMPTION OF RISKS.** I have considered the Risks and have discussed them with the Minor. **I FREELY ACCEPT AND HEREBY EXPRESSLY, SPECIFICALLY AND FULLY ASSUME ALL RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THE ACTIVITIES.** \_\_\_\_\_ *[initial here]*

5. **SAFETY.** I acknowledge that I received with this Release a copy of the HHP safety rules for each of the main Activities (i.e. biking, skating and/or kayaking) that the Minor is participating in (the "Rules") and have explained them to the Minor. The Minor will attend HHP required safety presentations, will follow the safety instructions, and will wear all HHP required safety equipment. The Minor understands that HHP staff will be available to answer any questions. \_\_\_\_\_ [initial here]
6. **HEALTH.** I understand that people suffering from intoxication, asthma, epilepsy, cardio/respiratory disorder, hypertension, skeletal, joint or ligament conditions, cardio or pulmonary conditions, heart conditions, high blood pressure neurological disorders, chronic neck or back problems or a history of aneurisms or pregnancy or who suffer from any physical limitations or conditions that could constitute a danger to themselves or others should not participate. I acknowledge that the level of participation is at all times completely up to the Minor, that when I am not present the Minor is the best and only judge of his or her degree of ability to participate in the Activities and that the Minor understands that the Minor may withdraw from the Activities at any time that it is safe to do so. I confirm that the Minor is in good physical and mental health. \_\_\_\_\_ [initial here]

7. **WAIVER OF CLAIMS, RELEASE OF LIABILITY.** I WAIVE ANY AND ALL CLAIMS that I have, or may in the future have, against HHP. I HEREBY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS HHP from any and all liability, claims, and demands of whatever kind of nature including, but not limited to, any loss, damage, injury including death, or expense that the Minor may suffer, or that the Minor's next of kin may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from the Minor's participation in the Activities or the Minor's use of the Parks and its surrounding lands and waters, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF HHP, AND FURTHER INCLUDING THE FAILURE ON THE PART OF HHP TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE MINOR FROM THE RISKS OF PARTICIPATING IN THE ACTIVITIES. \_\_\_\_\_ [initial here]

8. **INDEMNITY. I HOLD HARMLESS AND INDEMNIFY HHP** for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against HHP resulting from the Minor's participation in the Activities. \_\_\_\_\_ [initial here]
9. **OTHER.** I expressly acknowledge and agree that:
- i. in entering into this Release, I am not relying on any oral or written representations or statements made by HHP or any other person with respect to the safety of the Activities, other than what is set forth in this Release; \_\_\_\_\_ [initial here]
  - ii. this Release: (a) is intended to be as broad and inclusive as permitted by the laws of Canada and the Province of Ontario; (b) is intended to bind me, any other parent, guardian or legal representative of the Minor, and the Minor and be binding upon each of our heirs, next of kin, administrators, assigns and representatives in the event of death or incapacity; and (c) shall be governed and interpreted in accordance with the laws of Canada and the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario; and \_\_\_\_\_ [initial here]
  - iii. in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. \_\_\_\_\_ [initial here]
10. **COLLECTION OF INFORMATION.** Personal information is collected by HHP under the authority of Section 4 of the *Ministry of Tourism and Recreation Act*, R.S.O. 1990, c. M.35, c. S.24 for the administration of the Release. Any questions about the collection of your personal information should be directed to the attention of the Administrative Assistant to the General Manager, Huronia Historical Parks, P.O. Box 160, Midland, Ontario, L4R 4K8.

**Before signing this Release, please ensure that you read and understand each section. Indicate that you have done so by initialing in the spaces where provided. This Release must be signed in front of a witness who must then sign below your signature. Persons with incomplete or incorrectly completed forms will not be permitted to participate.**

**IN WITNESS WHEREOF,** I have executed this Release on the date set out below

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_