

**Release of Liability, Waiver of Claims,
Assumption of Risk, and Liability Agreement.**
By signing this document you will waive certain legal rights,
including the right to sue. **PLEASE READ THIS CAREFULLY**

Initial
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Print name of Participant: _____ Date of Birth: (D/M/Y) _____

Emergency Contact Name: _____ Phone #: _____

TO: The Brose Farm Ltd. hereinafter referred to as the operator.

DEFINITION

In this agreement the term "The Jam" shall include all activities in any way related to the dirt jumping experience, but not limited to, orientation and instruction sessions, transportation or travel to and from the facility or the lake, loading and unloading of vehicles, bikes, skateboards, wakeboards, wakeskates, dirt bikes, motocross, ATVs, swimming, hiking, camping, fire, cattle, tractors, trailers, and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - THE JAM SAFETY

I acknowledge that I have been advised to wear appropriate personal protective equipment (PPE) while participating in The Activities. Instruction in the proper use of PPE is available from the staff/volunteers. I am aware that the physical exertion required by The Jam and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in The Activities.

ASSUMPTION OF RISKS

I am aware that The Jam / The Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the facility, or the lake; the overturning of vehicles, motocross; sudden violent and unexpected movement including airborne movement of the bikes, skateboards, wakeboards, wakeskates, dirt bikes, motocross, drones; hypothermia/hyperthermia due to exposure to water and weather conditions; falling from the manmade features such as ramps, jumps, and rails; failure of a manmade feature; variation in the surfaces conditions of the manmade features; impact or collision with riders, vehicles, bikes, skateboards, wakeboards, wakeskates, dirt bikes, motocross, ATVs, heavy equipment, rocks, trees, logs, deadfall, and manmade features; negligence of other riders and spectators; falling, tripping or sliding on trails, especially terrain that may not have been travelled on before and is not regularly patrolled or inspected; encounters with domestic or wild animals; high winds; equipment failure; becoming lost or separated from the guide or party. Communication in the backcountry terrain is difficult and, in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS agreeing to my participation in The Jam / The Activities and permitting my use of its equipment, trails, manmade features, camping, parking and other outdoor adventure facilities (hereinafter referred to as the "The Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1.

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS AND THE STATE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, COACHES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in The Jam / The Activities, 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 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE JAM / THE ACTIVITIES REFERRED TO ABOVE;

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in The Activities.
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of Ontario; and
5. That any litigation involving the parties to this agreement shall be brought within Ontario.
6. PHOTO RELEASE – I consent to photographs taken of me during my participation in The Jam / The Activities / The Facilities and for the publication of the photographs by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of The Jam The Activities and The Facilities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

Date: _____

Signature of Participant:

Signature of Witness

Signature of Parent / Guardian if Participant is under 18