

# **Release of Liability, Waiver of Claims and Assumption of Risks**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY!**

In consideration of **Lynnvander's Camelot Inc.** (the "**Company**") permitting the individual named below ("**I**" or "**me**") to participate in activities of archery, throwing and / or handling of axes, fencing, other martial activities (the "**Activities**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

## **ASSUMPTION OF RISKS**

I ACKNOWLEDGE AND ACCEPT THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. RISKS MAY ARISE OUT OF CONTACT AND / OR PARTICIPATION WITH OTHER PARTICIPANTS OR EQUIPMENT. RISKS MAY ARISE DUE TO MY OWN ACTIONS, INACTION, THE ACTIONS OR INACTIONS OF OTHERS, THE CONDITION OF THE FACILITY WHEREIN THE ACTIVITIES TAKE PLACE, AND / OR THE NEGLIGENCE OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, actions or otherwise which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), [on account of injury, death or property damage] arising out of or attributable to [my participation in] the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities.

This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the Participant with respect to the matters covered by this Agreement. This Agreement may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, Parent or Guardian on behalf of the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded in photographs, audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. By signing

this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in marketing or other social media platforms. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

I acknowledge that this Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein, that the terms of this Agreement are contractual, are not merely a recital, and that this Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from safely participating in the above mentioned Activities. I agree to follow all guidelines and policies set out by the Company and its employees. I have been given the opportunity to seek independent legal advice prior to signing this Agreement.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS ON BOTH PAGES OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES. IF I AM THE PARENT OR LEGAL GUARDIAN OF ANY MINORS LISTED BELOW, I CONSENT TO THE TERMS AND CONDITIONS IN THIS AGREEMENT BY SIGNING FOR THEM.**

**Participant (Printed name)**

**Signature of Participant/Guardian**

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\_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Information**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_