

WAIVER AND RELEASE OF LIABILITY  
ACKNOWLEDGMENT OF RISK AND CONSENT TO USE OF IMAGE

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY! Every person MUST Read, Understand, Complete and Sign this Waiver Prior to Participating in any Camp Activities.**

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me ("the Participant") on behalf of myself and for the benefit of Lake Scugog United Church Camp, Inc., its members, directors, officers, agents, partners, volunteers, assigns, related companies, and/or employees (the "Camp").

1. Camp Activities means the activities and services that the Camp will be providing, arranging, or organizing on my behalf, and include but are not limited to contact and non-contact sports, fitness activities, canoeing, low ropes, high ropes, swimming, sailing, archery, bussing to and from the camp premises, use of camp facilities and other programs and services provided to the Participant by the Camp.

2. I am aware that the physical exertion required to participate in the Camp Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I understand that it is my responsibility to make sure I am healthy enough to participate in any Camp Activity. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Camp Activities. I acknowledge that I am required to wear approved safety equipment while participating in certain Camp Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

3. I am aware that the Camp Activities involve many risks, dangers and hazards which may include but are not limited to, personal injury and/or death; travel to remote areas without access to medical facilities or treatment; changing weather conditions; interactions or encounters with wildlife; equipment malfunctions; negligence of other participants; negligence on the part of the Camp, including failure to safeguard or protect from the risks or dangers of the Camp Activities; consumption of alcohol; collisions with vehicles, equipment, or structures; becoming lost or separated from guides or other participants; and the failure to remain within designated areas. **I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.** I am not relying on any oral or written representations or statements made by the Camp about the safety of the Camp Activities other than what is stated in this Waiver. I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Camp Activities.

4. If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Camp Activities, **I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS**, even in the event of negligence or fault by the Camp or a third party, and will indemnify the Camp from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Camp Activities, while, during, or after consumption of illegal drugs or alcohol. I confirm that I have reached the age of 19.

5. If any medical or first aid services are provided to me at or during a Camp event, I agree that I will be financially responsible for any such medical attention and I further waive, release, and discharge the Camp from any and all liability arising from the negligence or fault of the medical personnel. I authorize the

Camp to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of the Camp, medical attention is needed in the event of injury and/or illness while I am participating or attending the Camp event. I agree to pay all costs associated with such medical care and related transportation including but not limited to an ambulance. I further release and forever discharge the Camp from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered to me in connection with an emergency or otherwise during any Camp event or if I refuse to accept any recommended first-aid treatment or other medical services.

6. In addition to consideration given to the Camp for my participation in Camp Activities, I and my heirs, next of kin, executors, administrators and assigns, (collectively my “Legal Representatives”), agree:

- a) To waive all claims that I may have in the future against the Camp;
- b) To release and forever discharge the Camp from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Camp Activities due to any cause, including but not limited to negligence on the part of the Camp or third parties, breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Camp; and
- c) To be liable for and to hold harmless and indemnify the Camp from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Camp Activities.

7. I acknowledge that I am monetarily responsible to the Camp for any theft, loss, or damage that I am responsible for, including but not limited to, any repair or replacement of any Camp property or equipment.

8. I agree to follow all Camp rules, whether in writing or verbally given by any Camp staff members at any location where a Camp Good Vibes event occurs, and any rules or conditions of any transportation service provider. I further acknowledge that the Camp may require me and my guests to immediately vacate the premises if the Camp determines, in its sole discretion, that I have violated any camp rule or engaged in any activity that may be harmful, illegal, or disruptive. In such event, my guests and I will not be entitled to a refund of any payments made to the Camp and that my guests and I will be responsible for any and all costs, including transportation and accommodations, incurred as a result of being asked to leave the Camp event. I further agree that the Camp shall not be responsible for any cancellations, delays, diversions or substitutions by my guests, service providers, transportation providers, or me that may be associated with any Camp Good Vibes event.

9. I consent and agree that the Camp may take photographs or digital recordings of me as participant during any Camp Activities and use these in any and all media, marketing initiative, or any other form for any purpose. I further consent that my identity may be revealed therein or by description text or commentary. I waive any and all rights, claims, or interest in these photographs or digital recordings. I further understand that there will be no financial or other remuneration for use of my photograph, digital recording, or description of my identity and I hereby irrevocably waive any and all moral rights.

10. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.

11. I agree that exclusively the laws of Ontario in which the Camp Activities are provided to me by the Camp govern this waiver and all terms contained within. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Ontario.

Participant Name: \_\_\_\_\_

Participant Cell Phone #: \_\_\_\_\_

Medical/Physical Conditions? \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

**I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY, AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS WAIVER IS BINDING ON MY LEGAL REPRESENTATIVES AND MYSELF.**

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