



Release, Waiver of Liability and Assumption of Risk Agreement

I, _____ am a registered participant
in the "Storm" Adventure Race on September 24-26, 2021.

 **Racer Name**

IN ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE THAT I WILL BE TRAVELLING OVER PRIVATE AND PUBLIC LANDS AND PROPERTIES (THE MUNICIPALITY OF DYSART ET AL, THE COUNTY OF HALIBURTON, THE HALIBURTON FOREST & WILD LIFE RESERVE LTD), COLLECTIVELY, THE "RACE COURSE PROPERTIES."

I hereby agree as follows:

1. TO WAIVE AND RELEASE all rights and claims for damages which I may have against the owners of any "Race Course Properties," for any and all losses, damages, injuries or illnesses which I may suffer while taking part in the "Storm" Adventure Race or traveling on or over the "Race Course Properties."

IN ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE, AGREE AND REPRESENT THAT I UNDERSTAND THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE RACING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS WHETHER FORESEEABLE OR NOT, AND THE POSSIBILITY OF PERSONAL INJURY OR ILLNESS, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against 2311201 Ontario Inc. (DBA Storm Racing) or the Haliburton Forest & Wild Life Reserve Ltd, and their directors, officers, employees, volunteers, guides, agents, independent contractors, sponsors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, injury or illness including death that I may suffer or that my next of kin may suffer as a result of my participation in the "Storm" Adventure Race including travel to or from the race, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE RACING REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, personal injury or illness to any third party resulting from my participation in the "Storm" Adventure Race

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 or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction; and,

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

6. This Agreement is intended to be as broad and inclusive as is permitted by the law, and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

7. Any and all terms, conditions and agreements regarding canoes or related equipment that I have rented, are made between myself and the owner(s) of such property.

IN ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE THAT VIDEO PHOTOGRAPHY AND/OR STILL IMAGES MAY BE TAKEN OF ME WHILE PARTICIPATING IN THE "STORM" ADVENTURE RACE.

I hereby agree TO GIVE MY CONSENT to have photos, videos and images in which I am represented used by 2311201 Ontario Inc. (DBA Storm Racing) for promotional 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 ADVENTURE RACING EVENTS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I hereby agree as follows:

1. That I have read and understood the list of mandatory safety equipment outlined in the "Storm" Adventure Race racer information package, and that I am responsible for bringing this equipment to the "Storm" Adventure Race, and that I have been instructed to carry this equipment while participating.
2. That I am required to wear equipment such as bike helmets and personal floatation devices while engaging in activities at the "Storm" Adventure Race that necessitate their use (as per the Race Rules outlined in the aforementioned racer information package).
3. That I understand that the Releasees do not assume any responsibility whatsoever for my safety during the course of travelling to and from, or my participation in, the "Storm" Adventure Race.
4. That I understand that the Releasees do not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for participants in the "Storm" Adventure Race and that I affirm that I have the appropriate medical insurance in the event that medical attention is needed for me. I further understand that if I am to require emergency assistance or evacuation while participating in the "Storm" Adventure Race that I shall be responsible for any costs charged by municipal, regional, provincial or federal emergency medical or rescue services.
5. That I hereby consent to receive emergency medical treatment that may be deemed advisable by medical personnel or any representative of the Releasees, in response to any injury or illness I incur during the "Storm" Adventure Race.
6. I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards and that my participation in the "Storm" Adventure Race including travel to or from the race, SHALL BE ENTIRELY AT MY OWN RISK.

IN ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE THAT PARTICIPATION IN THE "STORM" ADVENTURE RACE COULD INCREASE MY RISK OF EXPOSURE TO OR OF CONTRACTING COVID-19.

I hereby agree as follows:

1. That I freely accept and fully assume this risk.
2. That I may be required to complete a COVID-19 screening evaluation prior to taking part in the "Storm" Adventure Race, which may include a questionnaire, temperature checks or other protocols as recommended by Public Health Ontario, and that based on this evaluation I may be deemed ineligible to participate by any medical personnel or by any representative of the Releasees.

I WARRANT that I am in good health and proper physical fitness to enable participation in any activities associated with the "Storm" Adventure Race, AND HAVE NOT BEEN ADVISED OTHERWISE BY A QUALIFIED MEDICAL PERSON, and if at any time I believe that any conditions or equipment used to be unsafe, or that I am incapable of continuing, I will immediately discontinue further participation, or if requested by any medical personnel or by any representative of the Releasees to discontinue participation.

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 RELEASEES.

Participant's Signature

Signed this _____ day of _____, 2021

Signature of Parent/Legal Guardian
(if Participant is under 18 years of age)

Name of Parent/Legal Guardian
(if Participant is under 18 years of age)