

OTTER RIVER FARMS WAIVER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(Hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Last Name	First Name	Middle Initial
Street	City	Postal Code
Phone	Age	Email

TO: Otter River Farms (includes Doug Dennis, Sandi Dennis, Cindy-Lee Dennis, Christine Dennis and Sean Grantham). and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

In this Release Agreement, the term "Farm Activities" shall include any use of or participation in the rental house, cabins, barns, campsites, trails, ponds, Otter Creek, and any other activities (e.g. swimming, use of ATVs, etc), events or services provided, arranged, organized, sponsored or authorized by the Releasees in any way associated or connected with the Otter River Farms.

ASSUMPTION OF RISKS

I am aware that the "Farm Activities" involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur on the farms; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the Farm Activities; negligence on the part of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE FARM ACTIVITIES. I acknowledge that the Farm Activities may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

MEDICAL CONDITION

I understand that the Farm Activities may place unusual stresses on the body. The Farm Activities are not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, cannabis, or other drugs, are not recommended to engage in the Farm Activities. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Farm Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in the Farm Activities, and permitting my use of the Farm Activities' equipment, buildings, campsites, barns, ponds, trails, Otter River and any other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS 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 Farm 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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.O. 1990, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE FARM ACTIVITIES REFERRED TO ABOVE;
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 Farm Activities;
3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;
5. Any litigation involving the parties to this Release 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.

PHOTO/VIDEO RELEASE - I consent to photographs and videos being taken of me during my participation in the Farm Activities, and to publication of the photographs and videos by the Releasees for advertising, promotional and marketing purposes.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Date Signed	Signature of Participant
Witness	Print Name of Participant
Signature of parent or guardian if under 18 years	Print Name of parent or guardian if under 18 years

The completed waiver is valid for 1 year from date of signing