

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE  
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT –  
PLEASE READ CAREFULLY**

**From:** \_\_\_\_\_  
[Name of Participant]

☐ I am an adult

☐ I am a minor

**To: The Royal Agricultural Winter Fair Association of Canada, Maple Leaf Sports & Entertainment Ltd., Enercare Centre/The Board of Governors of Exhibition Place, Superior Events Group Inc., and their directors, officers, employees, independent contractors, volunteers, representatives, and agents (hereinafter collectively referred to as the “HOST”).**

### DEFINITIONS

In this agreement, the term “**EVENT ACTIVITIES**” shall include all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by the **HOST**, or located on facilities used by the **HOST**, related to or connected with the **Carousel Bouncer** and/or the **Mechanical Bull**.

### ASSUMPTION OF RISK

I am aware that **EVENT ACTIVITIES** involve risks, dangers, and hazards including, but not limited to:

- Medical, ambulance, fire, and police are remote and in the event of an accident, rescue, and assistance may not be immediately available;
- My participation in **EVENT ACTIVITIES** may cause or contribute to physical injuries, conditions, or damages to me, including death;
- My participation in **EVENT ACTIVITIES** may activate or aggravate pre-existing physical injuries, conditions, or congenital defects in me and I will address any such concerns with my doctor before participating;
- The equipment used in the Event Activities may fail or be in disrepair;
- The **HOST**, or other persons and participants, may be negligent in the conduct, pursuit, or use of the **EVENT ACTIVITIES** resulting in injury or death to me or damage to property.

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH EVENT ACTIVITIES, INCLUDING NEGLIGENCE, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH EVENT ACTIVITIES, INCLUDING NEGLIGENCE, AND THE RESPONSIBILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

\_\_\_\_\_ [insert initials]

### RELEASE OF LIABILITY, INDEMNITY, AND WAIVER

In consideration of the **HOST** allowing me to participate in **EVENT ACTIVITIES** and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. **I HEREBY WAIVE AND RELEASE** the **HOST** of and from liability for any and all loss, damage, damage to my property, expense, injury including death, claims, actions, causes of action, and demands whatsoever, that I have now or may have in the future, arising from or in any way connected with my participation in **EVENT ACTIVITIES** including, but not limited to, claims related to the negligence of the **HOST** or breach of contract, and including the failure on the part of the **HOST** to safeguard or protect me from the risks, dangers, and hazards of **EVENT ACTIVITIES** referred to above.

2. **I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE HOST** from and against liability for any and all loss, damage, damage to property, expense, injury including death, claims, actions, causes of action, and demands whatsoever, from third parties, now or in the future, arising from or in any way connected with my participation in **EVENT ACTIVITIES** including, but not limited to, claims related to the negligence of the **HOST** or breach of contract.

\_\_\_\_\_ [insert initials]

**GENERAL TERMS**

This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, and representatives in the event of my death or incapacity. This Agreement is governed by the laws and the Courts within the jurisdiction of Ontario, Canada. All the terms of this Agreement are severable from each other and will survive the invalidity of any other term of this Agreement.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the **HOST** with respect to the safety of **EVENT ACTIVITIES**, other than what is set out in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE HOST. I AM AWARE OF MY ABILITY TO OBTAIN INDEPENDENT LEGAL ADVICE.**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Print Name Clearly

**Emergency Contact Person:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone – Home

\_\_\_\_\_  
Mobile

\_\_\_\_\_  
Email

**PARTICIPANT IS A MINOR**

I am parent or legal guardian of the minor Participant. I confirm that I have read and understand this Agreement prior to signing it and I accept and assume, on my own behalf and on behalf of the minor Participant, all terms and conditions referenced above in this Agreement. In particular, but without limiting the foregoing and to the extent that I am able by law, I hereby waive all claims that I or the minor Participant may have against the **HOST**, to release the **HOST** from any and all liability for loss, damages, injury, or expense that I, or the minor Participant, might suffer as a result of my or the minor Participant’s involvement in **EVENT ACTIVITIES**, including negligence, and to hold harmless and indemnify the **HOST** from all liability for personal injury, death, or property damage to the minor Participant or to any third party as a result of my or the minor Participant’s involvement in **EVENT ACTIVITIES**.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent or Guardian of  
Minor Participant

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Print Name Here