The Guelph Outdoor School - General Waiver

ASSUMPTION OF RISKS WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

TO: VILLAGE HEARTH INITIATIVE CARRYING ON BUSINESS AS “THE GUELPH OUTDOOR SCHOOL”, AND THEIR EMPLOYEES, INSTRUCTORS, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS “THE GUELPH OUTDOOR SCHOOL”)

In consideration of The Guelph Outdoor School permitting my child herein referred to as the “Student”, the child of the Parent/Guardian, to participate in the outdoor activity program operated by The Guelph Outdoor School, the Parent/Guardian acknowledges and agrees as follows:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Parent/Guardian acknowledges and agrees that he or she is aware that there are many known and unknown dangers and risks associated with participation in the outdoor activity program including, but not limited to, the risk of minor injuries such as cuts, bruises, and scrapes, insect bites, insect stings, as well as the risk of serious injury or death. The Parent/Guardian acknowledges and agrees that he or she understands the aforesaid dangers and risks associated with the outdoor activity program and notwithstanding such dangers and risks agrees to provide his or her permission for the Student to participate in the outdoor activity program.

2. RELEASE AND WAIVER OF CLAIMS

The Parent/Guardian releases, waives, and fully discharges The Guelph Outdoor School from any and all claims, demands, obligations and liabilities of any kind

or nature whatsoever arising from or connected, directly or indirectly, with the Student's participation in the outdoor activity program due to any cause whatsoever, including negligence, breach of contract, and breach of any statutory duty of other duty, and the Parent/Guardian accepts that this release covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, and any consequences thereof.

3. INDEMNITY

The Parent/Guardian will indemnify and hold harmless The Guelph Outdoor School from any damage, loss, liability, legal costs and other expenses that The Guelph Outdoor School may suffer or incur by reason of any claims against The Guelph Outdoor School arising from or connected, directly or indirectly, with the Student's participation in the outdoor activity program, including any claim based on negligence, breach of contract, and breach of statutory duty or other duty.

I HAVE READ THIS RELEASE AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT.

I UNDERSTAND THAT, BY ELECTRONICALLY AGREEING TO THE "TERMS AND CONDITIONS', I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE.

I UNDERSTAND THAT THE GUELPH OUTDOOR SCHOOL IS RELYING UPON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ALLOWING MY CHILD TO PARTICIPATE IN THE OUTDOOR ACTIVITY PROGRAM.