

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully!

## All PARTICIPANT FORM – MINOR PARTICIPANTS MUST ALSO COMPLETE OTHER SIDE

### Acknowledgement and Assumption of Risk

1. I understand and agree that there is potential risk for injury involved in the training and participating of any physical activity. I further understand and agree that participating in any activity can be a potentially dangerous activity. Injuries including but not limited to bumps, bruises, scrapes, scratches and soreness are commonplace, and most participants will encounter this sort of minor injury from time to time. More serious injuries are possible, including but not limited to sprains, strains, twists, cramps and injuries of similar magnitude. The possibility of more serious injury exists, including but are not limited to fractured bones, broken bones, torn ligaments. There remains, despite safety precautions, the remote possibility of crippling or death. I freely accept and fully acknowledge all such risks, dangers and hazards resulting from my participation in any event hosted or sponsored by Roxborough Agricultural Society.
2. I am also aware that I should discuss participation in this activity with a physician to determine the effect on the participant's current health.
3. It is the right and responsibility of a participant to immediately remove themselves from participation in the program and notify the nearest official if at any time the participant senses any unusual hazard or unsafe condition or if the participant feels that they are physically, emotionally or mentally unfit for continued participation in the program.
4. I have read and understand the above statement of risk. I assume responsibility for the participant's safety, and I understand and accept the risks involved with participation.
5. I understand and agree that names, photos and/or video of all participants may be published in print or online by Roxborough Agricultural Society.

### Release of Liability, Waiver of Claims & Indemnity Agreement

I hereby agree as follows:

1. To Waive any and all claim that I or the participant have or may in future have against Roxborough Agricultural Society, it' coaches, officials, members, agents, directors, officers, employees and representatives, and other participants (all of whom are hereinafter collectively referred to as "Releasees"); and
2. I have read, understood and agree with the statements in the Acknowledgement and Assumption of Risk portion of this document, and by assuming and acknowledging this risk, I completely absolve all Releasees from any and all liability for loss, damage, injury or expense that I may suffer, that a third party may suffer, or that my next of kin may suffer as a result of my participation in any of the activities and/or programs offered by the Releasees, do to any cause whatsoever. I acknowledge my responsibility to ensure adequate medical personal health, dental and accident insurance coverage, as well as protection of my personal possessions.
3. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement

### Rules, Policies & Privacy

I understand and agree that the participant and all representatives must follow all rules and policies of the Roxborough Agricultural Society. I further understand and agree that the names, images and video of participants may be used by the Roxborough Agricultural Society to announce results as well as to advertize and promote.

### Governing Law

This Waiver and Release of Liability will be governed by and construed in accordance with the laws of the Province of Ontario.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, net of kin, executors, administrators or assigns may have against the Releasees. Also, (a) I agree that I have been provided sufficient time to read this Waiver and Release of Liability and I understand the risks and claims that I am waiving by signing this Waiver and Release of Liability; (b) I agree that I have been given the opportunity to obtain independent legal advice prior to signing this Waiver and Release of Liability; and (c) I understand that I will not be permitted to participate in the Activity/event unless I have signed this Waiver and Release of Liability. I sign this document voluntarily and without inducement.

<b>Participant Printed Name</b>		<b>Participant Date of Birth</b>	
<b>Phone Number</b>	<b>Email</b>		
	<b>PRINTED Name</b>	<b>Signature</b>	<b>Date of Signing</b>
<b>Participant</b>			
<b>Parent/Guardian (if Participant is under 18 years old)</b>			
<b>Witness (Adult)</b>			

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### MINOR PARTICIPANT FORM – MINOR PARTICIPANTS MUST ALSO COMPLETE OTHER SIDE

#### Release of liability, waiver of claim, assumption of risks and indemnity agreement

In consideration for allowing my minor child/ward to participate in all related events and activities of Roxborough Agricultural Society I hereby warrant and agree:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward identified below; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in any activity; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to safely participate in this program, and that their equipment is mechanically fit for their safe use in this program; and
4. I understand, and will instruct my minor child/ward that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in their physical, emotional or mental fitness for continued participation in the program; and
6. I authorize Roxborough Agricultural Society to consent to emergency medical treatment in accordance with the best interests of my minor child/ward should I not be present at the relevant time to grant consent myself.

**I understand and agree, on behalf of my minor child/ward, their heirs, assigns, personal representatives and next of kin, myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes:**

1. An unqualified assumption of all risks associated with participation in this program by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures, of the program organizer, the program venue and any persons associated therewith or participating therein; and
2. A full and final release and waiver of liability and all claims that I have or may in the future have against Roxborough Agricultural Society, and its directors, officers, employees, guides and representatives, advertisers, other participants, sponsors (all of whom are collectively referred to as the "Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer or that their next of kin may suffer as a result of their use of or presence at the program/event/activity/facilities, 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 relevant occupiers liability act or any other relevant statutes, on the part of the Releasees; and
3. An agreement not to sue the releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program; and
4. An agreement to indemnify, and to save and hold harmless the releasees, and each of them from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

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**Participant Printed Name**

**Participant Date of Birth**

**Phone Number**

**Email**

	PRINTED Name	Signature	Date of Signing
<b>Participant</b>			
<b>Parent/Guardian (if Participant is under 18 years old)</b>			
<b>Witness (Adult)</b>			