

**RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ THIS CAREFULLY

To: Parkbus, Transportation Options

Program Name: *[Add]*

Date: *[Add]*

I, _____, desire to participate the *[Name of Program]* at *[Location]* with Parkbus and Transportation Options.

1. Assumption of Risk

I understand and acknowledge that the Program involves outdoor, wilderness travel and may include (but shall not be limited to) the following activities: hiking, running, boating and swimming. I understand that I may engage in activities not listed above. I am aware that my participation in the Program involves risks to personal safety and physical risks, which can range from (but are not limited to) minor injuries such as scratches, bruises, and sprains to catastrophic injuries, including paralysis and death. Some, but not all of the risks I may encounter include: extreme cold, extreme or inclement weather (including thunder and lightning), being separated from other participants or leaders for considerable period; physical contact with other participants or individuals; negligence or misjudgement by the Parkbus leaders, volunteers, other staff or contractors; local flora and fauna, and infection/disease. I am voluntarily participating at the Program with knowledge of, and hereby accept and assume, the risks, dangers and hazards involved, including responsibility for any losses, costs and damages arising out of such risks, dangers and hazards.

2. Release of Liability, Waiver of Claims and Indemnity Agreement

A) In consideration of being allowed to participate in the Program and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby release and hold harmless Parkbus, Transportation Options, their Board of Directors, officers, employees, volunteers, agents and insurers, and any and all cooperating institutions and their officers, agents, employees and insurers (collectively, the "Releasees") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, in any way associated with my participation in the Program. I understand that this Waiver discharges the Releasees from any liability or claim that I may have against the Releasees with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Program however so caused, including NEGLIGENCE of, or breach of contract or statutory duty, by the Releasees. I also fully understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

_____ INITIAL HERE

B) In consideration of being allowed to participate in the Program and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby release and hold harmless Parkbus, Transportation Options, their Board of Directors, officers, employees, volunteers, agents and insurers, and any and all cooperating institutions and their officers, agents, employees and insurers (collectively, the "Releasees") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, in any way associated with my participation in the Program. I understand that this Waiver discharges the Releasees from any liability or claim that I may have against the Releasees with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Program however so caused, including NEGLIGENCE of, or breach of contract or statutory duty, by the Releasees. I also fully understand that the Releasees do not assume any responsibility for or obligation to

provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

- C) I hereby acknowledge and represent that I am 18 years of age or older and am in good health and in proper physical condition to participate in the Program.
- D) I agree that if I, or anyone on my behalf, makes a claim or demand against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim or demand.
- E) I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the province of Ontario, and that this Waiver shall be governed by and interpreted in accordance with the laws of the province of Ontario. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver which shall continue to enforceable.
- F) This Agreement shall be construed in accordance with, and governed by, the laws of the Province of Ontario. The venue for any action arising out of this Agreement shall be the City of Toronto, Province of Ontario. The parties agree to submit to jurisdiction in Toronto, Ontario, Canada.
- G) I further testify that this Waiver is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Waiver supersedes any earlier written or oral understandings or agreements between the parties.

I have read this Waiver in its entirety and agree to be bound by its terms. I understand that this Waiver shall be binding upon my estate, my heirs, my representatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from my participation in the program, including but not limited to those risks listed above.

Name (print) _____

Signature _____ Date: _____

Witness (print) _____

Witness Signature _____ Date: _____