

# OAK RIDGES MORaine TRAIL ADVENTURE RELAY (formerly known as "THE MORaine FOR LIFE ADVENTURE RELAY")

## PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND LIABILITY RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of the Oak Ridges Trail Association, its members, officers, directors, employees, independent contractors, agents, affiliated clubs and all volunteers (collectively referred to as the Organizers) assisting in the Oak Ridges Moraine Trail Adventure Relay (the "Adventure Relay") the undersigned (referred to herein as the "Participant" which term shall include the parents or legal guardian(s) of any person who has not attained the age of majority under the laws of the Province of Ontario as of the date of the Adventure Relay), hereby acknowledges, agrees and consents as follows:

1. The Participant shares the responsibility for his or her own safety, for managing the risks, and for determining the Participant's suitability to participate in the Adventure Relay.
2. The Participant has accurately completed any and all required application or medical forms required and provided by the Organizers.
3. The Participant agrees to obey all of the Organizers' rules, regulations and policies.
4. The Participant has no mental or physical problems or limitations that might affect the Participant's ability to take part in the Adventure Relay which have not been disclosed to the Organizers in writing.
5. The Participant has had the opportunity to ask questions about the Adventure Relay and the risks associated with it.
6. The Participant understands and acknowledges that the Adventure Relay has risks and may be physically strenuous. It is impossible to anticipate every activity in which the Participant will engage. The Organizers have drawn to the Participant's attention the fact that the Adventure Relay will take place entirely in the outdoors in a natural environment which may entail hidden or unknown risks or dangers to the personal safety of the Participant and for which the Participant shall assume sole responsibility for gauging such risks or dangers and determining the appropriate method of proceeding with the activities of the Adventure Relay. The Organizers have also stated that it is impossible to know or list every risk associated with participation in the Adventure Relay, which may include but are not limited to: unpredictable or harsh weather, earthquakes, lightning, exposure to extreme temperatures, exposure to altitude changes, avalanches and rock falls, rapidly moving water, drowning, wild animals and marine life, disease carrying or poisonous plants, insects, animals and marine life, improper or malfunctioning equipment, slipping, falling, being struck by objects or persons, risks caused or complicated by any mental, physical or emotional conditions which any participant may have, being separated from other participants or Organizers for extended periods of time, physical contact with other participants or Organizers. All of these risks are inherent in the Adventure Relay, which means that they cannot be changed or eliminated without altering the essential elements of the activity undertaken by the Participant.
7. The Participant acknowledges that participating in the Adventure Relay involves inherent risks and other risks, hazards and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours from any medical facility or where communication, transportation or evacuation is subject to delay. The Participant therefore acknowledges that the Organizers cannot ensure the Participant's safety and do not seek to eliminate all of these risks, in part, because they facilitate the objects of the Adventure Relay. **I agree to assume all of the risks of the Adventure Relay, whether inherent or not and whether described above or not.**

**The Participant hereby forever releases, waives and discharges the Organizers and any and all persons or entities acting under their direction and control (hereinafter called the "Released Parties") of and from and agree not to pursue any claim or sue the Released Parties or any one or more of them for any liability, claim or expense in any way associated with the Participant's participation in the Adventure Relay. Neither the Participant nor anyone acting on the Participant's behalf, including any persons described as entitled claimants under the *Family Law Act* (Ontario)**

**will make a claim against the Released Parties as a result of any injury, illness, damage, death or loss occurring as a result of participation in the Adventure Relay. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence, whether active or passive, of the Released Parties to the fullest extent allowed by law (but not for gross negligence) and includes claims for injury, property damage, wrongful death, breach of contract, breach of fiduciary duty or any other cause of action known at law.**

The Participant further agrees to defend and indemnify the Released Parties (to pay or reimburse the Released Parties for any money they are required to pay, including legal fees and costs) with respect to any and all claims brought by or on behalf of the Participant's participation in the Adventure Relay, including any legal proceedings by or on behalf of any family member, personal representative, estate, co-participant, or any other person for any claims related to the Participant's participation in the Adventure Relay, including claims that the Organizers were negligent. This indemnity includes payment for lawyer's fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court of competent jurisdiction or an arbitrator determines that the Released Parties are not liable for the injury or loss.

The Participant agrees that the substantive law of the Province of Ontario governs this document and any dispute or legal proceeding with the Released Parties. Any mediation, lawsuit, arbitration or proceeding must be filed or entered into only in the Province of Ontario.

The assumption of risk, release, indemnity agreement, and all other provisions of this document are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect. The Organizers have the permission and consent of the Participant to use the Participant's photo, image or likeness for the purposes of sale, reproduction or any other purpose which the Organizers, in their sole discretion, may deem appropriate, including advertising or display. The Organizers reserve the right to remove any Participant from the Adventure Relay when they believe, in their sole discretion, that the Participant presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the Adventure Relay. If the Participant is dismissed or departs for any reason, the Participant will be responsible for any costs of early departure, whether for medical reasons, dismissal, personal emergencies or otherwise.

**I HAVE CAREFULLY READ AND UNDERSTAND THE OAK RIDGES MORaine TRAIL ADVENTURE RELAY "PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND LIABILITY RELEASE AND INDEMNITY AGREEMENT", AND VOLUNTARILY SIGN THIS DOCUMENT AS EVIDENCE THERETO. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF ANY PARTICIPANT WHO IS A MINOR. I AGREE, ON MY OWN, AND ON BEHALF OF ANY PARTICIPANT WHO IS A MINOR UNDER MY CARE AND CONTROL, TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.**

_____	_____	_____	_____
<b>Participant's signature</b>	<b>Date</b>	<b>Print name here</b>	<b>Date of Birth</b>
_____	_____	_____	
<b>Parent/Guardian Signature</b>	<b>Date</b>	<b>Print name here</b>	