



RELEASE AND WAIVER OF LIABILITY

MUSKOKA LAKES ASSOCIATION TILTING CONTEST

CONTESTANTS: Please read fully and carefully.

In consideration of the acceptance by the Muskoka Lakes Association (the “**Association**”) of his/her entry in the Tilting Contest of the Association’s annual regatta held this day at the premises of the Muskoka Lakes Golf and Country Club Ltd., Port Carling, Ontario, the undersigned does hereby for him or herself, his/her heirs, executors, administrators, successors and assigns, release and forever discharge the Association and the Muskoka Lakes Golf and Country Club Ltd. (the “**Club**”) from all actions, causes of actions, claims and demands, for, upon or by reason of any damage, loss or injury to person or property, which heretofore has been or hereafter may be sustained in consequence of the holding of the Tilting contest of the Association’s annual regatta, this day at or in the vicinity of the Club’s premises, or in consequence of his/her participation therein. The undersigned hereby further agrees not to make any claim or take any proceedings against any other person or entity which might claim contribution or indemnity under the provisions of any statute or otherwise.

The undersigned hereby acknowledges that he/she understands the nature of a Tilting Contest and that it is inherently dangerous, that he/she is voluntarily assuming all risk of any loss, damage or injury in any way arising out of the Tilting contest, that he/she has read and fully understands the Association’s Rules of Tilting, and that he/she will comply in all respects with those rules and the directions of the Referee.

The undersigned hereby further agrees that this Release and Waiver of Liability shall constitute a complete and absolute release in favour of the Association and the Club of all liability for damage or injury of any kind in connection with or arising out of the Tilting contest or the regatta, and notwithstanding anything in the existing law, or in any statute which may hereafter be passed, the liability of the Association and of the Club shall be entirely waived, and that upon any claim being made by the undersigned against them, this Release and Waiver of Liability may be pleaded by them against the undersigned, who hereby waives every right or benefit which, but for this covenant, could or might have accrued to him/her under and by virtue of the existing law, or of any statute which may hereinafter be passed.

The undersigned further agrees that this Release and Waiver of Liability shall enure to the benefit of the Association and the Club, and their respective directors, officers, servants, agents, employees, members and shareholders.

The undersigned hereby acknowledges that he/she has read this Release and Waiver of Liability in its entirety and fully understands its terms and is aware that by signing this Release and Waiver of Liability the undersigned is waiving substantial legal rights (on his/her behalf and on behalf of his/her heirs, executors, administrators and next of kin), including the giving up of his/her right to sue. The undersigned Tilter hereby confirms he/she is at least 18 years of age.

Dated at Port Carling, Ontario this _____ day of _____, 20____.

Witness

Signature of Tilter

Name of Tilter

Witness

Signature of Paddler

Name of Paddler

PARENTAL CONSENT

PARENTAL CONSENT FOR MINOR PARTICIPATING

(NOTE: Competitors 16yrs old or over. 16-18 yrs. must have a parent or Guardian signed waiver.)

I have read and understood the above Release and Waiver of Liability, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the Release and Waiver of Liability and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Association and the Club in the terms set out above. **I am aware that by signing this consent I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Association and the Club.**

SIGNATURE: _____

DATE: _____

NAME: _____