

MEDICAL DISCLOSURE: I agree to disclose any relevant medical conditions prior to purchasing the Lake Adventure including back or neck problems, osteoporosis, heart conditions or pregnancy so that an appropriate Lake Adventure can be recommended for me.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
AND ASSUMPTION OF RISKS AGREEMENT**
(hereinafter referred to as the "Release Agreement")
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

TO: SAIL SUPERIOR.COM and any contractual or performing carriers and each of their directors, officers, employees, volunteers, agents, guides, insurers, independent contractors, subcontractors, suppliers, representatives, sponsors and each of their respective successors and assigns (collectively, the "RELEASEES")

DEFINITION:

In this Release Agreement, the term "Lake Adventure" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include, but is not limited to, Zodiac Tours, Sailing Tours, Big Lake Adventures, Hiking, Swimming and other outdoor activities. The definition of Lake Adventure includes each and every Lake Adventure in which you participate during this season ending on December 31st.

ASSUMPTION OF RISKS:

1. I am aware that a Lake Adventure involves many risks, dangers and hazards which include but are not limited to, rough or variable sea conditions such as strong currents, eddies, large waves, swells, wakes from other vessels, floating objects, underwater waves and hazards such as cables, wreckage, stumps, rocks or shoals, any of which may be encountered suddenly and without warning; dangerous actions by wildlife, rough or variable weather conditions, including heavy rain, lightning and high winds; spray; wet and slippery decks, ramps and stairs; sudden or violent movement of the vessel; collision with docks, wharves, shore, objects or other vessels; prolonged exposure to cold water; hypothermia; capsizing; accidental drowning; tripping and falling; dehydration; heat exhaustion; blisters; pulled muscles; twisted ankles; knee and arm injuries negligence of other participants and other persons or guides and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN A LAKE ADVENTURE INCLUDING THOSE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND/OR RELATING IN ANY WAY TO MY PARTICIPATION IN THIS LAKE ADVENTURE.**
2. I specifically understand that the area and seats at or near the front of some vessels provide a rougher and bumpier ride than the area and seats at the rear of the boat, and that persons with any back or neck problems should not sit or stand at or near the front of the vessel.
3. I understand and agree that the Lake Adventure requires greater safety equipment and procedures than those used normally in the carriage of passengers and exposes passengers to greater risks than passengers are normally exposed to in the carriage of passengers.
4. If I have already paid for the Lake Adventure and do not accept the terms of this Release Agreement, I know I can demand a refund as per the Sail Superior.com Cancellation and Refund Policy and will not participate in the Lake Adventure. I know that this Release Agreement applies to any Lake Adventure in which I participate and I agree it is not necessary to sign another Release Agreement for each and every Lake Adventure.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:

In consideration of the RELEASEES agreeing to my participation in the Lake Adventure and permitting my use of their services, vessels, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I HEREBY AGREE AS FOLLOWS:**

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the RELEASEES and to the release the RELEASEES of and from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin or others may suffer as a result of my participation in the Lake Adventure 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 OCCUPIERS LIABILITY ACT, R.S.O. 1990, c. O.2 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING ANY FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE LAKE ADVENTURE INCLUDING THOSE REFERRED TO ABOVE.

