

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

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.

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.

2. To hold harmless and indemnify the RELEASEES of and from any and all claims and liability, including all related legal fees and expenses, for any property damage, loss, personal injury or death to any third party, arising from or in any way connected with, my participation in the Lake Adventure, or my use of the RELEASEES vessels, equipment or facilities.
3. Notwithstanding anything else in this Release Agreement, and without detracting from any limitation or exclusion of liability contained herein, if it is held that any of the RELEASEES are liable to me for any claim, then I agree that the collective amount of their liability shall not exceed Cdn, \$1,000.00.
4. That this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed and interpreted solely in accordance with the laws of the Province of Ontario and maritime laws of Canada but no other jurisdiction.
5. That any litigation, actions, suits or claims against or involving the RELEASEES shall be brought solely within the Province of Ontario shall be within the exclusive jurisdiction of the courts of the Province of Ontario or of the Federal Court of Canada.
6. That this Release Agreement shall be effecting and binding upon my spouse, children, parents, heirs, next of kin, executors, administrators, successors, assigns and representatives in the event of my injury, death or incapacity and I shall fully indemnify the RELEASEES should any claim be made by a third party arising from my participation in the Lake Adventure.
7. That in entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the RELEASEES, or the lack of any such representations or statements, with respect to the safety of, or my participation in, any part of the LAke Adventure, other than what is set forth in this Release Agreement.
8. That I am age eighteen (18), or older, and that I have had an opportunity to carefully read this Release Agreement and to consider all of its contents; that I fully understand its contents and agree to be bound by its terms; and that I am relying wholly upon my judgment, belief and knowledge, freely and of my own accord, as acknowledged by my signature hereon.
9. That this Release Agreement constitutes as acceptance in writing of the risks of the Lake Adventure pursuant to s. 37.1(1)(d) of the Marine Liability Act . S.C.2001,c. 6

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ BOTH SIDES OF THIS RELEASE AGREEMENT, UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY ITS TERMS. I FURTHER ACKNOWLEDGE THAT I SIGN THIS RELEASE AGREEMENT VOLUNTARILY.

_____/_____/_____
 Signature Date Signed

_____/_____/_____
 Name (Print) Date of Birth (mm/dd/yyyy) Age

Phone number

_____/_____/_____
 Scheduled activity Scheduled activity date (mm/dd/yyyy) Scheduled activity time

FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

_____/_____/_____
 Signature of Guardian if 17 years of age or younger Date Signed

 Name (Print)