



## ONTARIO EXPROPRIATION ASSOCIATION WINTER FUN DAY LIABILITY WAIVER

### WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (the “Agreement”)

#### **WARNING: READ CAREFULLY! THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY THE ONTARIO EXPROPRIATION ASSOCIATION (“OEA”) AGAINST LEGAL LIABILITY FOR INJURY, ILLNESS (INCLUDING PSYCHOLOGICAL ILLNESS AND DISTRESS), DISEASE, PROPERTY DAMAGE AND OTHER FINANCIAL LOSSES ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE 2025 WINTER FUN DAY WITH OEA.**

**BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COVID-19 IS AN INHERENT RISK ASSOCIATED WITH PARTICIPATION IN THE 2025 WINTER FUN DAY.**

I, the undersigned Winter Fun Day Participant, understand that this Agreement is a binding legal agreement. I understand that any clarification I require or questions or concerns I may have must be raised before signing.

I understand that this Agreement is made for the benefit of the Ontario Expropriation Association (“OEA”), and each of its directors, officers, employees, assigns, insurers, contractors, suppliers, agents and volunteers (collectively, the “Releasees”).

I confirm that I am voluntarily participating in the 2025 Winter Fun Day with OEA at Craigeith Ski Club, including all activities, skiing, snowboarding, travel, meals, events, expenses and experiences (collectively the “Fun Day”).

I understand that OEA will not permit me to participate in the Fun Day unless and until I sign this Agreement.



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In consideration of OEA permitting me to participate in the Fun Day, I acknowledge and agree to the following terms:

### ACKNOWLEDGMENTS & ASSUMPTION OF RISK

1. I understand that there are inherent risks (“**Risks**”) associated with my participation in the Fun Day.
2. I understand the Risks may be relative to my own state of fitness and health (including physical, mental and emotional), and to the awareness, care, and skill with which I conduct myself. I further acknowledge that I am in the best position to assess the impact that the Risks may have on me. Examples of the Risks include, but are not limited to, personal injury, death, property damage, or illness (e.g., communicable diseases such as, influenza and COVID-19) resulting from:
  - a. **HEALTH:** food and beverages, overexertion, fatigue, frostbite, traumatic injury, infections, rashes and transmission of communicable diseases (including COVID-19, influenza and malaria), bacteria, parasites or other organisms or mutations thereof.
  - b. **CONDUCT:** my conduct and the conduct of other persons, including any physical altercation between persons, operator error.
  - c. **PREMISES:** defective, dangerous or unsafe condition of the ski club premises, hazardous terrain, interactions with wild or domestic animals, falls.
  - d. **TRAVEL:** inclement weather, avalanches, cancellation of tickets.
  - e. **EQUIPMENT:** faulty equipment or equipment failure, improper or insufficient training on use of equipment.
3. **I, THE UNDERSIGNED FUN DAY PARTICIPANT, FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITIES** for the Risks, as outlined above and otherwise, relating to my participation in the Fun Day. I accept these Risks and agree to the terms of this Agreement, even if the Releasees are found to be negligent or in breach of any duty of care or any obligation to me, including any statutory duty, in respect of my participation in the Fun Day.
4. **FITNESS AND HEALTH:** I confirm that I am in a proper state of fitness and health to participate in the Fun Day and that I am solely responsible for advising the Fun Day organizers should my state of health change at any point prior to or during the Fun Day. I confirm that I have been medically cleared by an appropriate medical professional to participate in the Fun Day and that I am responsible for conducting myself during the Fun Day in accordance with my personal comfort level and state of fitness.
5. **COVID-19:** I confirm that I will follow and abide by any and all risk assessments, health and safety regulations, guidelines and instructions that may be in place at the time of the Fun Day, including any regulations, guidelines and instructions intended to



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reduce the risk of contracting or transmitting viral infections such as COVID-19, including but not limited to social distancing, vaccination and personal protective equipment.

6. **MEDICAL TREATMENT:** I acknowledge that no one is obliged to provide me with medical care during, prior to or after the Fun Day. I acknowledge and agree that OEA is not liable for any claim that arises on account of any first aid treatment or other medical services rendered in connection with an emergency, personal injury, or illness during the Fun Day. I further acknowledge that OEA does not guarantee or provide any representations as to the quality of any such medical care.
7. **INSURANCE AND MEDICAL EXPENSES:** I understand that I am responsible for all of my own medical expenses during, prior to and after the Fun Day, including but not limited to, treatments, hospital visits, and medications. I understand that OEA does not have health or medical insurance for me and that I am responsible for obtaining medical insurance for my own benefit. OEA accepts no responsibility for any costs associated with, including but not limited to, theft, personal accident, personal liability, and cancellation of tickets.
8. **PERSONAL PROPERTY:** I acknowledge and agree that I am responsible for my personal property during the Fun Day and that the Releasees are not responsible for such property whether it is lost, stolen or damaged.

### WAIVER OF CLAIMS, RELEASE OF LIABILITY

9. I and my heirs, next of kin, executors, administrators and assigns (collectively my “**Legal Representatives**”), agree:
  - a. To waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in the Fun Day;
  - b. To release and forever discharge the Releasees to the fullest extent permitted by law from all liability for all personal injury, death, property damage, illness, or other loss resulting from my participation in the Fun Day due to any cause, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, BREACH OF ANY DUTY IMPOSED BY LAW (INCLUDING BUT NOT LIMITED TO ANY STATUTORY DUTY), BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF THE RELEASEES, OR OTHERWISE;



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### INDEMNITY AGREEMENT

10. I and my Legal Representatives further agree to fully and without limitation defend, indemnify and hold harmless the Releasees from any and all actions, suits, claims, litigation, inquiries, investigations, judgments, proceedings and demands for damages, loss or expense (including legal costs) of any kind whatsoever, including those involving negligence on the part of the Releasees or any third parties that may be made or initiated by or on behalf of me or my Legal Representatives, arising out of or connected with my participation in the Fun Day.
11. **REPRESENTATIONS:** I confirm that I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of participation in the Fun Day other than what is set forth in this Agreement.
12. **GOVERNING LAW:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to my participation in the Fun Day or to the matters addressed in this Agreement must be instituted in the Province of Ontario.
13. **SEVERABILITY:** If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND EACH TERM IN THIS AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES. BY SIGNING BELOW, I CONFIRM THAT I CONSENT TO THE TERMS OF THIS AGREEMENT.

Signature of Fun Day Participant: \_\_\_\_\_

Date of Birth of Fun Day Participant: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_