

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

For Participants **Over the Age of Majority**

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Before Participating in the TTR Duck & Goose Camp

The following waiver of all claims, release from all liability, assumption of all risks, agreement not sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of Tootinaowaziibeeng Treaty Reserve Number 292, (TTR) its directors, representatives, officers, employees, volunteers, and any TTR Duck & Goose Camp facilitators, and other representatives or consultants of TTR (collectively the "Host"). Without limiting the generality of the foregoing, "Duck & Goose Activities" includes but is not limited to training, transportation to and from the community, hunting and scouting, cooking, and any activity associated to this activity provided by the "Host" to the Participant.

Initial Each Item below after Reading and Understanding each item:

_____ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with the "Duck & Goose Activities" and injuries resulting from these "Risks" frequently occurred because of over excitement, unfamiliarity with equipment, and carelessness associated to not following safety procedures and instructions provided by facilitators. Those dangerous conditions include but not limited to:

- a) Misfire/Shooting Accidents. These accidents often occur when participants fail to adhere to basic safety protocols, proper attire, weapon check and communication. The potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over their firearms.
- b) Physical Condition Awareness. Carrying equipment, climbing rough terrain, and exposure to quick-changing inclement weather conditions.
- c) Animal Attacks and Insect Bites.

_____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in the "Duck & Goose Activities".

_____ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Duck & Goose Activities", it is not possible for the "Host" to make the "Duck & Goose Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the "Duck & Goose Activities".

_____ 4. In addition to consideration given to the "Host" for my participation in the "Duck & Goose Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:

- a) To waive all claims that I have or may have in the future against the "Host";
- b) To release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the "Duck & Goose Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
- c) To be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in the "Duck & Goose Activities".

_____ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Duck & Goose Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Duck & Goose Activities" are provided by the "Host".

_____ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".

_____ 7. I confirm that I have reached the age of majority in the province in which I am participating in the "Duck & Goose Activities".

Please Print Clearly

Participant Name _____ Date of Birth _____

Address _____ Province _____ Postal _____

(Signature) Signed this _____ day of _____, 20____