RELEASE OF LIABILITY,

WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR THE OFF-LEASH DOG PARK AT LUCKY LOON FAMILY CAMPGROUND

A. ASSUMPTION OF RISKS

Site #

I am aware that the use of the off-leash dog park offered by Lucky Loon Family Campground Inc. exposes me (and any of my guests, to inherent risks, dangers and hazards. By entering and using the dog run on the grounds of Lucky Loon Family Campground Inc., I freely accept and fully assume all inherent risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting therefrom to either myself and/or any of my guests. I also acknowledge and accept that only people from my campsite of the age 18 and older may enter the off-leash area with my dog or dogs and/or my guests' dog(s). **Initial Here**:

B. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT In consideration of Lucky Loon Family Campground Inc. permitting me to utilize the off-leash dog run, I hereby agree as follows:

- 1. **TO WAIVE ANY AND ALL CLAIMS** that I (or my guests) have or may have against Lucky Loon Family Campground and its directors, officers, employees, agents and representatives;
- 2. TO RELEASE Lucky Loon Family Campground Inc. and its directors, officers, employees, agents and representatives from any and all liability for any loss, damage, injury or expense that I (or my guests) may suffer or that my next of kin may suffer, as a result of utilizing the off-leash dog park within Lucky Loon Family Campground, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT, ON THE PART OF Lucky Loon Family Campground Inc. and its directors, officers, employees, agents and representatives.

 Initial Here:
- 3. **TO HOLD HARMLESS AND INDEMNIFY Lucky Loon Family Campground Inc.** and its directors, officers, employees, agents and representatives from any and all liability for any property damage or personal injury (either my own, any member of my campsite and/or our guests) to any third party, resulting from my utilizing the off-leash dog run within Lucky Loon Family Campground Inc.
- 4. That this agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death.
- 5. I have read and understood this agreement prior to signing it. I am aware that by signing this agreement, I am waiving certain legal rights which I (and any member of my campsite and/or our guests) or my heirs, next of kin, executors, administrators, guest(s) and assigns may have against Lucky Loon Family Campground Inc. and its directors, officers, employees, agents and representatives.
- 6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.
- 7. My (and/or my guests') dog(s) have their rabies vaccines and heartworm & tick medication.

 Signed this day of ______ Day, of ______ Month, of 2023

 Signature of Camper/Participant Signature of Camper/Participant

Dog's Name(s)