

Hanover Fall Fair

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

Initial

ASSUMPTION OF RISKS

I am aware that risks, dangers and hazards may exist in participating in activities at The Hanover Fair. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom. I am aware that this agreement must be completed in full, signed, dated, and witnessed before any participant may participate in the Hanover Fair offered by the Hanover, Bentinck & Brant Agricultural Society.

In consideration of being allowed to participate in any or all of the activities provided as a part of The Hanover Fair by the Hanover, Bentinck & Brant Agricultural Society, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have AGAINST the Hanover, Bentinck & Brant Agricultural Society, and their directors, officers, employees, agents, representatives, trustees, volunteers or assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in activities offered by the Releasees, transportation to and from such activities, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation the activities offered by the Releasees;
3. NOT TO INITIATE ANY LEGAL PROCEEDING AGAINST THE RELEASEES for any loss, injury, damages or costs in of any kind, howsoever caused or arising, whether directly or indirectly, from my participation in any aspect of the activities offered by the Releasees.
4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, trustees, administrators, assigns and representatives, in the event of my death or incapacity;
5. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

Initial

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND I UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, TRUSTEES, ADMINISTRATORS, ASSIGNS AND REPRESENTIVES MAY HAVE AGAINST THE RELEASES.

Participants Name: _____

Date: August _____, 2018

Signature of Participant: _____

Signature of Parent or Guardian:
(for Participant under 18 years of age) _____