

WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understand the Waiver and agree to its terms.

Each individual attending the Premises and/or participating in the activities of the Seasonal Resort must complete and sign this Waiver. A parent/guardian of a minor Attendee (17 years of age or younger) must complete and sign the Waiver on behalf of the minor Attendee.

This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: the Seasonal Resort, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns.

BETWEEN:

_____ Full legal name of the owner/operator of the seasonal resort (hereinafter the "Seasonal Resort")

Campsite Name: _____ Campsite Address: _____

City/Town: _____ Province: _____ Postal Code: _____

(hereinafter the "Premises")

Telephone number: _____ E-mail Address: _____

-AND-

Name: _____ Date of Birth: _____

(Seasonal Resort visitor: hereinafter the "Attendee")

Permanent home address: _____

City/Town: _____ Province: _____ Postal Code: _____

Home telephone number: _____ Cellular telephone number: _____

Emergency contact name: _____ Emergency contact number: _____

Address on the Driver's License the same permanent home address: Yes ____ No ____

If No, please provide: _____

Vehicle Licence Plate #: _____ E-mail Address: _____

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Seasonal Resort may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Seasonal Resort and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Seasonal Resort and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my child/ward), the actions or inactions of others (including but not limited to the Seasonal Resort owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Seasonal Resort owners, officers, directors, managers, staff, volunteers or visitors).

INITIAL HERE: _____

3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Seasonal Resort and have no medical condition that would make my participation in the activities of the Seasonal Resort more hazardous. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Seasonal Resort.
4. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Seasonal Resort owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
5. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Seasonal Resort to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities and property. I understand and agree that I may not bring weapons or illegal substances to the Premises.
6. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Seasonal Resort or on the Premises.
7. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Seasonal Resort and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my/our participation in the activities of the Seasonal Resort or attendance at the Premises, howsoever arising, including, but not limited to, the errors or omissions of the Releasees.
8. I indemnify and hold harmless the Releasees from any claim, loss, liability, damage or cost they may incur with respect to my (and/or my child's/ward's) participation in the activities of the Seasonal Resort or attendance at the Premises, howsoever arising, including, but not limited to, being caused by the errors or omissions of the Releasees or in part by my negligent or intentional acts or omissions while participating in the activities of the Seasonal Resort or attending the Premises.
9. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, under the terms of any statute or common law, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's/ward's) participation in the activities of the Seasonal Resort or while attending the Premises, howsoever caused, including, but not limited to being caused by the errors or omissions of the Releasees.
10. I understand, acknowledge and expressly consent that the laws of the Province of New Brunswick shall apply to all matters with respect to this Waiver. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of New Brunswick, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms. I agree that any ambiguity within this Waiver shall not be interpreted against the Seasonal Resort.

THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

11. I am currently not experiencing COVID-19 symptoms, nor have I had COVID-19 symptoms in the last 14 days.
12. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
13. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
14. I represent and warrant to the Releasees that I have not been advised by any governmental or health authority, including but not limited to the Government of Canada or New Brunswick's Department of Health or my doctor or the New Brunswick's Department of Health's website to self-isolate due to possible exposure to COVID-19.
15. I have at all times adhered to the physical distancing protocols established by the Government of Canada.
16. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Premises and participation in the activities of the Seasonal Resort.
17. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Seasonal Resort or attendance at the Premises, howsoever arising, including, but not limited to, the errors or omissions of the Releasees.

INITIAL HERE: _____

I understand that there are inherent and unforeseen risks involved in participating in the activities of the Seasonal Resort or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily, the statements above are true, and I intend my signature to be a waiver and complete and unconditional release of all liability due to the errors or omissions of the Releasees or, the inherent risks of participating in the activities of the Seasonal Resort or while attending the Premises. I understand that the Releasees are permitting entrance into the Premises based upon the representations made herein.

Attendee signature: _____ Printed Name: _____ Date: _____

PLEASE CHECK ONE:

I am at least 18 years old; or

I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

Pursuant to New Brunswick's *Electronic Transactions Act*, RSNB 2011, c 145, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)

1. I am the parent or guardian of the above-named minor (the "Minor"). I give my consent for the Minor's participation in the activities of the Seasonal Resort and to attend the Premises, I represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor.
2. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasee that I will at all times hereafter indemnify the Releasee of and from all claims and demands, suits or actions or claims for contribution or indemnity, whether under statute or common law or otherwise, which may be made or brought against the Releasee by the said above named Minor, or on his/her behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

Add additional signatories below:

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____