



**Warning: This agreement will affect your legal rights, read it carefully.**

Every person or such persons' parent or guardians (if the participant is not of the age of majority) MUST read and understand this waiver and release before participating in activities on or attending Field and Stream Rescue Team's projects.

1. By signing below, I confirm that I am the individual below or am the legal guardian of the individual below if they are under the age of majority, and that I have read and understand this Waiver and Release
2. I understand that this Waiver and Release is made for the benefit of Field and Stream Rescue Team, and each of its directors, officers, employees, insurers, and volunteers (collectively, the '**Field and Stream Rescue Team**').
3. I understand that there are inherent risks ('**Risks**') associated with my participation in activities on or attending Field and Stream Rescue Team's projects ('**Activities**').
4. I am aware that the Risks include, but are not limited to, the potential for serious personal injury, death, property damage, or illness (e.g., communicable diseases such as SARS, avian flu (H5N1), MRSA, influenza, and COVID-19). 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.
5. I freely accept and fully assume all responsibilities for all Risks and possibilities of personal injury, death, property damage, illness or other loss resulting from my participation in the above described Activities. I accept these Risks and agree to the terms of this Waiver and Release, even if Field and Stream Rescue Team is found to be negligent or in breach of any duty of care or any obligation to me in respect of my participation in the Activities.
6. I and my heirs, next of kin, executor, administrators, and assigns (collectively my '**Legal Representatives**'), agree:
  - a. To waive all claims that I have or may have in the future against Field and Stream Rescue Team;
  - b. To release and forever discharge Field and Stream Rescue Team 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 Activities due to any cause, WHETHER ARISING FROM THE NEGLIGENCE OF FIELD AND STREAM RESCUE

TEAM, BREACH OF ANY DUTY IMPOSED BY LAW, BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF FIELD AND STREAM RESCUE TEAM, OR OTHERWISE;

c. To release and forever discharge Field and Stream Rescue Team from all liability for all personal injury, death, property damage, illness, or other loss resulting from an infection, disease, virus, bacterium or other microorganisms (whether asymptomatic or not);

d. To release and forever discharge Field and Stream Rescue Team from all liability for all personal injury, death, property damage, illness, or other loss resulting from public health emergencies, pandemics, or epidemics, as declared as such by the World Health Organization or any governmental authority; and

e. To be liable for and to hold harmless and indemnify Field and Stream Rescue Team from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities whatsoever nature or kind arising out of any way connected with my, or my guests' participation in the Activities.

7. I agree that this Waiver and Release 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 the Activities or to the matters addressed in this Waiver and Release must be instituted in the Province of Ontario.

8. I confirm that I have had sufficient time to read and understand each term in this Waiver and Release in its entirety, that i have read this Waiver and Release 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 Waiver and Release is binding on myself and my Legal Representatives

***Date***

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***Print Name***

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***Signature of Participant***

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***Signature of Legal Guardian***

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