

## Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Mississippi Lakes Association P.O. Box 27, Carleton Place, ON, K7C-3P3

Read carefully: By signing this document, you will waive certain legal rights, including the right to sue.

**To:** The Mississippi Lakes Association (MLA) and its elected Directors and Officers and designated Representatives, hereinafter collectively referred to as the "Releasees":

I,
acknowledge and understand that MLA Activities may include but not be limited to work:
outdoors; onboard watercraft; in inclement, hot, or cold weather; and involving physical labour
and the use of equipment and hand tools. I freely accept and fully assume all risks, dangers
and hazards, the possibility of personal injury or death, and personal property damage of
loss, and apply to be accepted as a Volunteer Worker for the following MLA Activity:

In consideration of the Releasees permitting me to participate as a Volunteer Worker for the above-mentioned Activity, I hereby agree as follows:

- 1. To waive any and all claims against 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, or that may occur to any property belonging to me as a result of my involvement in the above-stated Activity:
  - DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM ANY RISKS, DANGERS AND HAZARDS;
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the above-stated Activity; and
- 3. THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

MLA Waiver Form updated: 2 Apr 2023

<u>ORAL REPRESENTATION</u> - I declare that no oral representations have been made, and I am not relying on any oral or written representations or statements made by the Releasees with respect to the above-stated Activity, **except as contained in this Agreement.** 

<u>PERSONAL INSURANCE</u> - I am aware that in my capacity as a Volunteer Worker with the MLA, the MLA provides limited injury compensation coverage while participating in the above-stated Activity. It is my responsibility to obtain additional coverage as I deem appropriate.

<u>MEDICAL TREATMENT</u> - I hereby consent (if I am unable to decide for myself at the time), or give consent for my child or ward, in the event of injury or illness while participating in the above-stated Activity: **to receive first aid and/or any further medical attention** that potentially may be required to the extent determined by and at the discretion of: MLA Representative(s), emergency medical services, and licensed medical professionals. I further agree to be responsible for all expenses which may arise from such medical attention and treatment.

<u>PRIVATE PROPERTY</u> - I agree to indemnify and hold harmless the Releasees from any liability, damage, loss, or associated expenses that may arise to any personal property, including water craft, safety equipment, tools, and other equipment, that I may **volunteer to contribute and/or operate** in support of the above-stated Activity.

<u>PHOTOGRAPHIC RELEASE</u> - I grant the MLA permission to use images of myself, or my child or ward, captured during the above-stated Activity through video, photo and digital camera. Such images are to be used solely for the purposes of the MLA's promotional material and publications, and do hereby **waive any rights of compensation or ownership.** 

I confirm that I have read and understood this agreement prior to signing it, and that I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Name of Volunteer Worker	Name of MLA Representative
Signature of Volunteer Worker	Signature of MLA Representative
If the Volunteer Worker is under the age of	of 18 years old:
Signature of Parent/Guardian	Age of Volunteer Worker
Dated:	

MLA Waiver Form updated: 2 Apr 2023