

## **WAIVER AND RELEASE OF LIABILITY**

**THIS ACTIVITY WAIVER FORM** (this "Waiver") dated this \_\_\_\_\_ day of \_\_\_\_\_

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I, (your name) \_\_\_\_\_ of (address) \_\_\_\_\_ (The "Participant") agree with Just Bee Cuz Honey Farm of 1494 Hwy 37, Plainfield, ON K0K 2V0, Canada and Frances and Thomas McParland of 1494 Hwy 37, Plainfield, ON K0K 2V0, Canada, (collectively the "Activity Provider") to the following:

### **DETAILS OF THE ACTIVITY**

1. The Participant will be participating in a tourism activity/workshop at our farm. This activity may involve walking on even and uneven grassy surfaces, working around hot beeswax, the use of hand and electric tools to cut and grind art glass, hot glue guns, the use of Super/Crazy glue. Safety glasses are provided and must be always worn when handling tools. Apiary tours involve getting up close to beehives containing live bees.

IT IS RECOMMENDED THAT ANY PERSON THAT MAY HAVE AN ALLERGY OR SUSPECT AN ALLERGY TO BEE STINGS REFRAIN FROM TAKING PART IN ANY ACTIVITIES AT OUR FARM.

### **CONSIDERATION**

2. **Being of lawful age, and responsible for any minors listed below attending the Activity with The Participant, and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives, and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by any injury to person or property, including injury resulting in death of the Participant and any minors under the charge of the Participant, which has been or may be sustained as a consequence of the Participant's/Minors participation in the Activity, and notwithstanding that such damage, loss, or injury may have been solely caused or partly by the negligence of the Activity Provider.**

3. The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

### **CONCURRENT RELEASE**

4. The Participant acknowledges that this Waiver is given with the express intention of affecting the extinguishment of certain obligations owed to the Participant by the Activity Provider and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

### **FITNESS TO PARTICIPATE**

5. The Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity.

**FULL AND FINAL SETTLEMENT**

6. The Participant acknowledges and agrees with the Activity Provider that (1) the Activity Provider has given the Participant sufficient time to carefully read this Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

**GOVERNING LAW**

7. This Waiver will be governed by and construed in accordance with the laws of the Province of Ontario.

8. Names of minors in the Participants care during this activity:

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**EMERGENCY CONTACT**

8. Name \_\_\_\_\_ Phone \_\_\_\_\_

IN WITNESS WHEREOF the Participant has duly affixed their signature on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date