



Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity Agreement
WARNING: By signing this document you will waive certain legal rights, including the right to sue.
PLEASE READ CAREFULLY!

Participant's Name (Please Print): _____
 Mailing Address: _____ Apt/Suite: _____
 City: _____ Province: _____ Postal Code: _____
 Home Phone: _____ Cellphone: _____ Email: _____
 Birth Date (yy/mm/dd): _____ Age: _____ Sex: Female _____ Male _____

ACTIVITY NAME: _____
 ACTIVITY DATE: _____
 ACTIVITY LOCATION: _____

Parents/Guardians, please complete the "CONSENT TO PARTICIPATE" section below and sign the second page if the Participant is 18 years of age or younger.

CONSENT TO PARTICIPATE:

I, _____, the parent or legal guardian of _____
 hereby give my consent to his/her participation in the activity as stated above (the "Activity").

DISCLAIMER:

Destination Travel & Events Inc. together with its officers, directors, employees, agents, independent contractors, sub-contractors, volunteers, members, representatives, successors and assigns (all hereinafter collectively referred to as the "Releasees") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the activities/events as stated above (collectively "the Activity") and related undertakings of the Activity provided through the Releasees, including any injury, loss or damage which might be caused by the negligence of the Releasees.
I am aware that participating in the Activity has some inherent risks.

ASSUMPTION OF RISK:

I, _____, understand that by virtue of my participation and or involvement in all activities related to the Activity, coordinated by Destination Travel & Events Inc., that I will be exposed to risks of loss, including financial loss, severe injury or death. I acknowledge the existence of known risks and potential unknown risks which may include, but are not limited to, the following:

- Risks associated with travel to and from locations to be visited, including accidents during transport by bus, public or private motor vehicle and/or aircraft;
- Falls to the ground due to uneven or irregular terrain or surfaces;
- Injuries resulting from contact, collisions or malfunctioning structures and equipment;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed;
- Being struck by other participants, spectators, equipment or vehicles;
- Vigorous physical exertion and strenuous cardiovascular activities associated with the Activity;
- Potential for bone and muscular skeletal injury, such as sprains and strains, episodes of light headedness, fainting, chest discomfort, leg cramps and nausea;
- Failure to follow directions or instructions of those in charge of the Activity; and
- Loss due to theft of personal property (e.g. bags, other valuables).

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss, delay or inconvenience resulting from acts or omissions, including negligence of the Releasees. Initials: _____

I understand that I am solely responsible for my own health, medical, dental and property insurance. Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Releasees arranging the Activity and allowing me to participate in the Activity, I hereby agree as follows:

1 **TO WAIVE** any and all claims that I have or may have in the future against **the Releasees** and **TO RELEASE the Releasees** from any and all liability for any loss, damage, expense or injury including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind, including negligence, howsoever arising out of or in connection with my participation in the Activity. _____ (Initial here that you have read paragraph)

1 **TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any other statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c. O.2.**, as amended, on the part of the Releasees, howsoever arising out of or in connection with my participation in the Activity

2 This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable herein. This Agreement survives termination of my participation in the Activity. This Agreement cannot be modified or interpreted except in writing by Destination Travel & Events Inc. and no oral modification or interpretation is valid.

3 This Agreement ensures to the benefit of the successors and assigns of Destination Travel & Events Inc. and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

ACKNOWLEDGMENT:

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY VOLUNTARILY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS BY WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____ 20__.

Signature of Participant: _____

Print Name of Participant: _____

***Signature of Parent/Guardian: _____

***Print Name of Parent/Guardian: _____

Signature of Witness: _____

Print Name of Witness: _____

EMERGENCY CONTACT INFORMATION:

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

EMERGENCY PHONE NUMBER(S)

EMERGENCY EMAIL (OPTIONAL)

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the Participant may participate in the Activity.



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Dancers Travel is a division of Destination Travel & Events Inc.