



Waiver of Claims and Release of Liability

PEROGUS VULPES INC. operating as CAMP MANI-TOEBEANS

ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

1. In consideration of being permitted to participate in any way in Camp Mani-Toebeans at Camp Wasaga, Wasagaming, MB (the "EVENT"), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Perogus Vulpes Inc., Camp Wasaga Inc., other campers, any sponsors or advertisers, and their respective administrators, directors, officers, agents, owners, contractors, volunteers, or employees (the "RELEASEES") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the EVENT, or while in, on, upon, or about the premises where the EVENT is being conducted, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. **Initial:** _____

2. I am fully aware of the risks and hazards connected with the activities which may take place at the EVENT. Such risks and hazards include but are not limited to:

- Tripping or falls on or from any furniture or equipment
- Burns caused by accidents around the fire pit
- Collisions with sports equipment or with other campers
- Drowning while swimming or using watercraft in the lake
- Encounters with wild animals

I fully understand that such activities include the risk of serious injury, including permanent disability, paralysis, and even death; and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Perogus Vulpes Inc. does not require me to participate in these activities. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, **INCLUDING THROUGH UNANTICIPATED CONSEQUENCES** that result from any anticipated activities, no matter how unlikely, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law. **Initial:** _____

3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law. **Initial:** _____

4. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive; and my heirs, assigns and personal representative, if I am deceased; and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named RELEASEES. I hereby further agree that this agreement shall be construed in accordance with the laws of the Province of Manitoba and that any mediation, suit, or other proceeding must be filed or entered into only in Manitoba and the federal or provincial courts of Manitoba. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. **Initial:** _____

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE, AGREE, AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily as my own free act and deed; no oral representations, statements, inducements, or assurances, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and legally competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Participant's Name: _____

Participant's Signature: _____

Date of Agreement: _____

Witness Signature: _____

PHOTO RELEASE (Optional)

I understand that Perogus Vulpes will take photos at camp that may contain my likeness. I allow them to use such photos on their website, in media, and in promotional material.