

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK FOR PIRATE SHIP COVE (2512396 Ontario Inc.)

In consideration of the services of **Pirate Ship Cove (2512396 Ontario Inc.)**, their agents, owners, officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on their behalf (here in after collectively referred to as Pirate Ship Cove (2512396 Ontario Inc.)), I hereby agree to release indemnify and discharge Pirate Ship Cove on behalf of myself, my spouse, my children, my parents my heirs, assigns, personal representative and estate as follows:

- 1.** I acknowledge that participating in Pirate Ship Cove involves **known and unanticipated risks** that could result in physical or emotional injury, paralysis, death or damage to myself, property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I relinquished their right to sue in the case of injury or death due to an honest mistake or outright negligence by the company or its employees. The risks include, among other things: slips, falls, head injuries, being struck by equipment, stuck by other participants, forces of nature including extremes of weather, lightning, and rapid weather changes, exposure to sun, heat stroke, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft, crashing; the risk of boat capsizing and entrapment within the water park, the risk of collision with objects or other watercraft, drowning; the risk of exposure to insect bites; travel in remote areas of the course; illness in remote areas; aggressive and or poisonous marine life; risks, arm, shoulder and or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. Furthermore, Pirate Ship Cove (2512396 Ontario Inc.) employees have difficult jobs to perform. They seek safety, but they are not infallible. The might be unaware of a participants fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.
- 2.** I understand that any **photograph, sound recording, motion picture or video** taken of me under this assignment is for the sole purpose of collecting and or representing factual information in the interest of serving the good work of Pirate Ship Cove in education, public good. I hereby assign to Pirate Ship Cove (2512396 Ontario Inc.), all rights, title, and interest, including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, and I hereby irrevocably authorize Pirate Ship Cove (2512396 Ontario Inc.), its officers, agents, and employees, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute, in any medium now known or later developed, any and all such photographs, sound recordings, motion pictures, or videos in perpetuity for the purposes expressed above.
I further release and forever discharge Pirate Ship Cove (2512396 Ontario Inc.), its officers, agents, and employees from any and all claims and demands arising out of or in connection with the use of said photographs, sound recordings, motion pictures, or videos, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright. By signing below, I acknowledge that I have freely and voluntarily entered into this agreement.
- 3.** I expressly agree and promise to accept and **assume all of the risks existing in this activity**. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a **Canadian Coast Guard approved personal flotation device** (life jacket) throughout the participation of this event.
- 4.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Pirate Ship Cove (2512396 Ontario Inc.), from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of Pirate Ship Cove's equipment, or facilities, including any such claims which includes negligent acts or omission of Pirate Ship Cove (2512396 Ontario Inc.).
- 5.** Should Pirate Ship Cove or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 6.** I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume all risks of any medical or physical condition(s) I may have. I assume full responsibility for any loss of personal property (camera, glasses, shoes, watches, etc..) and any costs associated with said loss.
- 7.** In the event that I file a lawsuit against Pirate Ship Cove (2512396 Ontario Inc.), I agree to do so solely in the Province of Ontario, Canada, and I further agree that the substantive law of the province shall apply in that action without regard to the conflict of law rule of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Pirate Ship Cove (2512396 Ontario Inc.), on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.
- 8.** For subjects **under 18 years of age**: I hereby certify that I am the parent or guardian of the person named above, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

**ALL PARTICIPANTS ON THE WATER PARK AGREE TO THE
WAIVER AGREEMENT ATTACHED TO THIS FORM**

Participant Name	Phone Number	Date / Time
Signature <i>(parent/guardian if under 18)</i>	Print Name <i>(parent/guardian if under 18)</i>	

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