



Eskakwa Ecoadventure Co. Inc.  
Cabin Falls Ecolodge  
1141 Crawford St. Rosseau, Ontario, P0C 1J0  
705-690-9275 contact@cabinfalls.ca

### **Agreement for Waiver, Indemnification, Assumption of Risk**

\*All participants are required to sign this waiver

I, \_\_\_\_\_, age \_\_\_\_\_, desire to participate voluntarily in all or some of the activities of ESKAKWA ECOADVENTURE COMPANY ("Activity") and I am fully aware that there are inherent risks to myself and others involved with the Activity, including but not limited to illness, injury (including death), and loss of personal property, and I choose to voluntarily participate in the Activity and do voluntarily assume the above mentioned risks as to myself and my property, and to the person and property of others. I also acknowledge that the Activity may be physically strenuous. I know of no medical reason why I should not participate.

For myself, my heirs, personal representatives or assigns, I do hereby release, waive, covenant not to sue, indemnify and agree to hold harmless for any and all purposes the Sponsor, ESKAKWA ECOADVENTURE COMPANY INC., and their members, officers, agents, volunteers, or employees ("RELEASEES" and/or "INDEMNITIES") from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation and conduct in the Activity, while traveling to and from the Activity, or while on the premises owned, traveled or controlled by RELEASEES/INDEMNITIES, including injuries sustained as a result of the sole, joint, or concurrent negligence per se, statutory fault, or strict liability of RELEASEES/INDEMNITIES.

I understand that RELEASEES/INDEMNITIES do not maintain any insurance policy covering any circumstances arising from my participation in the Activity or any event related to that participation. **As such, I am aware that I should review my personal insurance coverage.**

I understand RELEASEES/INDEMNITIES cannot be expected to anticipate or control all of the risks or variables (including delayed flights and changes to itinerary) associated with the Activity and RELEASEES/INDEMNITIES may need to respond to illnesses, accidents, injuries, and potential emergency situations. Therefore, **I hereby give my consent for any medical treatment, rescue or evacuation services that may be required** (as determined by ESKAKWA staff, medics, emergency personnel, or other medical professionals) during my participation in the Activity with the understanding that the cost of any such treatment will be my responsibility. **I, for myself, my heirs, personal representatives or assigns,** agree to indemnify and hold harmless INDEMNITIES for any costs incurred to treat me. **I, for myself, my heirs, personal representatives or assigns,** further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.**

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In signing this Agreement, I acknowledge and represent that I have read it, understand it, and sign voluntarily as my own free act and deed. ESKAKWA has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this Agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

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 representatives, if I am deceased, and shall be governed by the laws of the Province of Ontario. Should you have any questions about signing this document you should consult an attorney.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, **20** \_\_\_\_\_.

**Participant Signature:** \_\_\_\_\_.

**Printed Name:** \_\_\_\_\_.

**Address:** \_\_\_\_\_.

**Participant's Date of Birth:** \_\_\_\_\_.

**Parent or Legal Guardian Signature:** \_\_\_\_\_.  
*(if Participant is under 18 years old)*

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_.  
*(if Participant is under 18 years old)*