

RELEASE AND WAIVER OF LIABILITY AGREEMENT - PROPERTY A

I, ("Participant/Releasor"), acknowledge that I have voluntarily applied to participate in the following activity:

Activity; traversing anywhere, whatsoever or howsoever, on the following property, ACCOMPANIED BY, the owner, the owner's broker Gordon H. Fairfield, or a duely authorized buyer agent of the Participant who has previously traversed the property with the owner or the owner's broker and signed one of these forms. All other traversings or activities are strictly forbidden.

Property; Property "A": 62.5 acres (approximately), fronting at 550 West River Rd. N, South Dumfries, Brant County, Ontario, and backing on the Grand River.

**I AM AWARE THAT THIS PROPERTY "A" IS MOSTLY ZONED ENVIRONMENTALLY PROTECTED AND WETLAND AND IS IN ITS NATURAL STATE, AND AMONG OTHER THINGS IS, IN SOME PLACES, UNEVEN, STEEP SLOPED, SLIPPERY, ROCKY. TRAVERSING IT OR ANY OTHER ACTIVITY ON IT IS DANGEROUS AND HAZARDOUS AND AS A RESULT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: \_\_\_\_\_ Parent or Guardian's initials (if under 18): \_\_\_\_\_

As consideration for being permitted by Kelly Rae Thomas, (Owner) to participate in this activity, I forever release the Owner, the Owner's real estate broker, Terasand Realty Inc., any duely authorized buyer broker, any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities (including forbidden activities) occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE OWNER, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

PARTICIPANT/RELEASOR

PARENT/GUARDIAN

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Ph# \_\_\_\_\_

\_\_\_\_\_ Ph# \_\_\_\_\_

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.