

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

First name of Participant

Last name of Participant

Address, including Postal code

Telephone #

Weight

Age

Date of Birth

To: Oaks of Cobden Inc. operating as Logos Land Resort hereinafter referred to as “the Operators”.

Definition: In this agreement “Activities” shall include all activities in any way associated with Zip Line Rides, Water Sliding, Water Craft Operations, Water Sports, Mini Golf, Camping, Hiking, Fishing and all recreational activities offered including training and instruction, as well as play structures, Trackless Trains, Volley Ball courts, beaches, trails and grounds.

Acknowledgement – Safety: I acknowledge that I have been advised and instructed to wear a helmet and safety harness while Zip Lining, and to take appropriate precautions while Water Sliding and engaging in Water Sports including wearing a life jacket while aboard any Water Craft.

Assumption of Risks: I am aware that Logos Land activities involve risks including but not limited to accidents which may occur involving Zip Lines, Water Slides, Water Trampolines, Water Craft, Swimming, Water Sports, Mini Golf, Camping, Domestic or Wild Animals, High Winds, Equipment Failure, Hypothermia, Negligence of boaters or activity participants, ground hog holes, tree branches and Trackless Train rides. I am also aware that there is a risk of negligence on the part of the Operators, including failure by the Operators and their staff to safeguard or protect me from the risks, dangers and hazards of the activities. I freely accept and fully assume all risks, dangers and hazards associated with the activities and the possibility of personal injury, death, property damage or loss resulting therefrom.

Release of Liability, Waiver of Claims and Indemnity Agreement. In consideration of the operators agreeing to my participation in Logos Land Resort activities and my use of its equipment, outdoor adventure and other facilities, grounds including parking lots, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. I hereby agree and waive any and all claims that I have or may in the future have against the Operators, their directors, officers, employees, agents, guides, instructors, contractors and representatives (all of whom are hereinafter referred to as the “Releasees”) and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Logos Land Resort activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other Duty of Care, including any Duty of Care owed under the Occupiers Liability Act, on the part of the Releasees, and further including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards or Logos Land activities referred to above. I agree to hold harmless and indemnify the Releasees from any and all Liability for the property damage or personal injury to any third party resulting from my participation in Logos Land Resort activities and that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death. I agree that this agreement shall be governed and interpreted in accordance with the Laws of the Province of Ontario, and that any litigation involving the parties to this agreement shall be brought within the Province of Ontario. I agree to permit Logos Land Resort to use photographs and videos taken for publicity purposes.

In entering into this agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Logos Land Resort activities 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 signing this agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns and representatives may have against the Releasees.

Date

Signature of Witness to Signature(s)

Signature of participant

Print Name of Witness

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian