



## Muskoka Chautauqua Arts & Culture Festival Participant Waiver

**BY PARTICIPATING IN THE MUSKOKA CHAUTAUQUA ARTS & CULTURE FESTIVAL, TAKING PLACE AUGUST 2-11, 2024, AT 1039 GOLF AVENUE, WINDERMERE, ONTARIO, CANADA AND 2510 WINDERMERE ROAD, WINDERMERE, ONTARIO, CANADA (THE "EVENT") YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

Each participant acknowledges and understands that "Muskoka Chautauqua" is providing the participant and/or their respective children with the opportunity to participate in the Event.

### **ASSUMPTION OF RISK**

By participating in the Event, each participant acknowledges and agrees that they are aware that participating in the Event has inherent risks, including but not limited to personal injury or death, negligence or criminal acts of others, theft, vandalism or loss or damage of personal property, and freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury or damage, and property damage or loss, pertaining to the Event.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

In consideration of Muskoka Chautauqua allowing each participant and/or their children (as applicable) to attend and participate in the Event, and other good and valuable consideration, the sufficiency and receipt of which is irrevocably acknowledged, by participating in the Event each participant acknowledges and agrees as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that the participant has or may have in the future against Muskoka Chautauqua and their respective directors, officers, employees, volunteers, sponsors and agents (collectively, the "Releasees"), whether based in contract, tort, restitution or any other legal theory, from any and all liability for any loss, damage, cost, expense or injury of any nature or kind that the participant or the participant's children may suffer or incur, or that the participant's next of kin may suffer or incur as a direct or indirect result of the participant's participation in the Event, due to any cause whatsoever, including but not limited to the risks, dangers or hazards inherent in participating in the Event as well as the negligence, gross negligence, willful misconduct, breach of contract or breach of any statutory or other duty of care by any of the Releasees or any other party.
2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all liability for any property damage or personal injury, including death, to any third party resulting directly or indirectly from the participant's or the participant's children's participation in the Event.
3. That at the Event, the participants may be photographed, filmed or videotaped. Each participant agrees to allow their name, photographs, video, voice, image, or likeness (or those of their respective children) to be used for any purpose by Muskoka Chautauqua and any Event sponsors, organizers and assigns, using any and all media and technology now known or later developed whatsoever, without any compensation to the participant.



4. By participating in the Event, each participant's agreement to the foregoing terms shall be effective and binding upon their respective heirs, next of kin, executors, administrators assigns and representatives in the event of the participant's death or incapacity.
5. By participating in the Event, each participant's agreement to the foregoing terms and any rights, duties and obligations as between the participant, Muskoka Chautauqua shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.
6. In participating in the Event and agreeing to the foregoing terms, the participant is not relying upon any oral or written representations or statements made by the Releasees other than as set out above.

**BY PARTICIPATING IN THE EVENT EACH PARTICIPANT WILL BE DEEMED TO HAVE CONFIRMED THAT SUCH PARTICIPANT HAS READ AND UNDERSTOOD THIS RELEASE AND INDEMNITY AND TO HAVE ACKNOWLEDGED THAT BY PARTICIPATING IN THE EVENT THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE PARTICIPANT OR THEIR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**