

TO: RAVEN LARP INC., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors, volunteers and assignees (all of whom are hereinafter collectively referred to as “the **Releasees**”)

**DEFINITION**

In this agreement, the term “Raven LARP activities” shall include but is not limited to: Simulated combat and other physical activity in outdoor, possibly forested areas, simulated combat and other physical activity on unsure footing, simulated combat and other physical activity in poor lighting conditions; and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation, instruction, transportation, and accommodation.

**ASSUMPTION OF RISK – SIMULATED COMBAT**

I am aware that participation in Raven LARP activities as defined in this Agreement involves various risks, dangers and hazards. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an accident may occur. The terrain used for Raven LARP activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions; encounters with domestic and wild animals; impact or collision with other persons; becoming lost or separated; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RAVEN LARP ACTIVITIES.** Communication in the outdoor terrain may be difficult and in the event of an accident or illness, rescue, medical treatment, and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RAVEN LARP ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS 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 Releasees allowing me to participate in Raven LARP Activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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 Raven LARP 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 OF RAVEN LARP ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Raven LARP Activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

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 Raven LARP 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, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name (print): \_\_\_\_\_

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

Signature of Parent or Guardian if under 18: \_\_\_\_\_