



## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

### DELTA FAIR TRACTOR PULL

110 Mill Creek Drive, Delta, Ontario K0E 1G0

**Date: July 29<sup>th</sup>, 2018**

In consideration of being permitted to complete, officiate, observe, work for, or participate in any way in the event or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, their personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, it at any time, he/she is in doubt about Restricted Areas and feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the Restricted Areas and / or refuse to participate in further events.
2. Hereby releases, waives, discharges and covenants not to sue the promoters, participants, associations, sanctioning organizations or any subdivision thereof, track operators, owners, officials, equipment operators, drivers, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S). WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the Event(s) whether caused by the negligence of the releases or otherwise.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the event(s) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges the activities of the event(s) are very dangerous and involve the risk of serious injury and / or death and / or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE BEEN GIVEN SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

