

Vans Blacksmithing

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

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PLEASE READ CAREFULLY!

TO: VANS BLACKSMITHING, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO, and their affiliates, partners, directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Agreement, the term "BLACKSMITHING" shall include but is not limited to: heating metal, bending or manipulating metal, heavy lifting, general manual labour, operation in blacksmith environment, material stock removal, metal treating techniques, casting, operation of blacksmithing equipment, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, and accommodations.

ASSUMPTION OF RISKS – BLACKSMITHING OPERATIONS

I am aware that participation in "BLACKSMITHING" as defined in this Agreement, involves various serious risks, dangers and hazards. Unpredictable circumstances can occur in the various operations used for "BLACKSMITHING" and may be caused by natural forces or by persons involved in the "BLACKSMITHING" operations. I am aware that the Releasees may fail to predict whether the "BLACKSMITHING" is safe or whether an unpredictable circumstance may occur. The environment used for "BLACKSMITHING" is a potentially hazardous environment, and involves many inherent risks, dangers and hazards in addition to that of unpredictable circumstances. These may include, but are not limited to: exposure to extreme temperatures, exposure to coal gas and other gases and/or fumes, sharp and abrasive items and surfaces, trip hazards, heavy objects, dangerous substances such as acids and various combustibles, equipment failure, high velocity impact, heat exhaustion, heat stroke, fatigue, loss of concussions, lacerations, abrasions, blistering and skin irritations, burns, smoke inhalation, respiratory failure, nausea, headaches, repetitive strain injuries, loss of limb and/or life, 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 "BLACKSMITHING". Communication in the various environment conditions 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.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "BLACKSMITHING" 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 above described activity(s) 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 "BLACKSMITHING", 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

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UNDER THE **OCCUPIERS' LIABILITY ACT, R.S.O. 1990, CHAPTER O.2**, 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 THE 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 "BLACKSMITHING";

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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;

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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

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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.

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I hereby grant permission to the Releasees to use photographs and/or video of me taken while on course at Vans Blacksmithing in publications, news releases, online, and in other communications related to the mission of the Releasees.

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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 "BLACKSMITHING", 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.

Signed this _____ day of _____, 20 _____

Applicant's Name (please print) Applicant's Signature Date

Witness' Name (please print) Witness' Signature Date

If the applicant is under 18 years of age:

I (we) consent to the participation by the above-named applicant in the "BLACKSMITHING" assigned by the Releasees. I (we) make the acknowledgements, assume the risks and responsibilities and release VANS BLACKSMITHING and its affiliates in accordance with this Acknowledgement and Assumption of Risk, for and on behalf of myself (ourselves) and the above-named applicant.

Name of Parent/Guardian (please print) Signature of Parent/Guardian Date