

2722746 Ontario Inc.

(Doing business as Head Lake Trailer Park)

**Head Lake RV Resort
2025 Waiver for Licensees**

Schedule D

Assumption of Risks, Waiver and Release of Claims, and Indemnity Agreement

By signing this document, you will waive legal rights, including the right to sue.

Please read carefully.

Definitions:

In this agreement, “**activities**” shall, without limitation, include all activities in any way associated with or related to water sports, recreational camping, hiking, fishing and any recreational activities offered by Head Lake RV Resort, or any of its volunteer or community associations, including training and instruction, as well as play structures, picnic areas, fields, sports fields, beaches, lakes, swimming pools, parks, trails, walking paths, roads, grounds and parking lots.

In this agreement, “**property**” shall, without limitation, include any premises, lands, buildings, facilities, play structures, fields, sports fields, beaches, lakes, man-made lakes, swimming pools, parks, trails, walking paths, roads, grounds, parking lots and equipment owned or leased by Head Lake RV Resort.

I/We, _____ and _____
am/are aware, that the property and the activities involve many **Risks and Dangers**. I understand that known and unknown risks and dangers associated with my own or my visitors’ use and enjoyment of the property and participation in any of the activities may result in personal injury, death, property damage or loss, which risks include, but are not limited to, accidents which may occur involving water sports, swimming, camping, domestic or wild animals, winds, equipment failure, hypothermia, negligence of other activity participants, holes in the ground, tree branches and debris. I understand as well, that personal injury, death, property damage or loss, may be caused or contributed to by the **Negligence or Carelessness** of others, including Head Lake Trailer Park.

In consideration of Head Lake RV Resort allowing my own and my visitors' entry onto the premises, our use and enjoyment of certain of its property, and our participation in the activities, I agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that:

1. ***I assume and accept without limitation, all risks and dangers*** associated with my or my visitors' use and enjoyment of the property and participation in any of the activities.

2. ***I assume full responsibility*** for understanding and following the rules and safe practices associated with the use and enjoyment of the property, participation in any of the activities, and for my own and my visitors' personal safety.

3. ***I waive any and all claims*** that I have or may in the future have against Head Lake RV Resort and its directors, officers, employees, agents and representatives (all of whom are collectively referred to elsewhere in this document as "Head Lake RV Resort") arising from or connected, directly or indirectly, with my own or my visitors' presence at, or use and enjoyment of, Head Lake RV Resort property, and our presence at, or participation in, any of the activities.

4. ***I release*** Head Lake RV Resort from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur by reason of my own or my visitors' presence at, or use and enjoyment of, the property, and our presence at, or participation in, any of the activities, due to any cause whatsoever, ***INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF HEAD LAKE RV RESORT, OR OTHER PARTICIPANTS, OR ANYONE ELSE.***

5. ***I will indemnify and hold harmless*** Head Lake RV Resort from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else, including my visitors, in connection with my own or my visitors' presence at, or use and enjoyment of, the property, and our presence at, or participation in, any of the activities.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I ACKNOWLEDGE I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY HEAD LAKE RV RESORT WITH RESPECT TO THE SAFETY OF THE PROPERTY OR PARTICIPATING IN ACTIVITY OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I UNDERSTAND THAT HEAD LAKE RV RESORT IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN PERMITTING MY USE AND ENJOYMENT OF THE PROPERTY AND MY PARTICIPATION IN ANY OF THE ACTIVITIES.

Date: _____

Signature of Licensee (Occupant)

Signature of Licensee (Occupant)