

**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**

TO: PINGLE'S FARM MARKET CUSTOMERS, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees")

RENTAL AGREEMENT OF EQUIPMENT (IF APPLICABLE)

- 1) I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
- 2) I also agree to return the Equipment in clean condition to avoid any additional charges.
- 3) I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
- 4) All equipment is inspected each day and before each rental to ensure they are in good condition at time of rental

ASSUMPTION OF RISKS – I am aware that walking, cross country skiing, and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sports.

CHILDREN UNDER 16 - All children under 16 must be accompanied by an adult.

INCLEMENT WEATHER/UNSAFE TERRAIN - Pingle's Farm Market reserves the right to cancel the equipment rental or ability to come onto the property for the purposes of snowshoeing and/or cross country skiing if there is adverse weather and/or unsafe terrain.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS WHILE ON THE FARM.

In consideration of the Releasees accepting my participation in SNOWSHOEING/WALKING/X-COUNTRY SKIING and rental of the Equipment and permitting my use of the trails, greenhouse, market, and other farm facilities (hereinafter "the facilities"), 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 use of or my presence on the facilities 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, RS01990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment or enjoyment in these activities on the farm;
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 shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
6. PHOTO/VIDEO RELEASE - I consent to photographs/video taken of me during my participation at Pingle's Farm, and to publication of the photographs/video by the Operators for advertising, promotional and marketing purposes. I release the Operator from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise which may occur or be produced in the taking of said picture or video and the publication thereof. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Name of Person Using Equipment _____ Signature _____

If under 18, Name of Legal Guardian _____ Signature _____

Date: MM/DD/YY _____

THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO PARTICIPATION IN FARM ACTIVITIES