

KRAZY KRAFT RACE

The Participant in the Krazy Kraft Race acknowledges and agrees to follow the following Rules:

- Rule 1: No motors of any kind are to be used on your vessel or person.
- Rule 2: Paddles/oars/all other equipment used is the sole responsibility of the Participant.
- Rule 3: **** ALL PARTICIPANTS MUST WEAR LIFE JACKETS ****.
- Rule 4: No interfering or boarding of other vessels in the water.
- Rule 5: No projectiles or littering debris are to be used.
- Rule 6: Take direction from the race organizer and follow their instructions.
- Rule 7: All race participants must sign this Waiver and submit to race organizer on race day, prior to event.
- Rule 8: Decision of race organizer is final. Prizes must be accepted as awarded.

ACKNOWLEDGEMENT OF RISKS

The Participant understands and acknowledges that:

- Participation in the Krazy Kraft Race is voluntary.
- The Krazy Kraft Race is conducted upon a pond, which may include (without limitation) the following risk: bacteria levels in the water tend to increase after a heavy rainfall and may pose a risk to public health.
- Swimming is prohibited and the use of hand sanitizers after disembarking vessels is strongly encouraged.
- The Krazy Kraft Race may be hazardous, that participation is solely at their own risk, and that the Participant assumes full responsibility for any injuries (including death) or damages resulting from their own or their child's participation in the Krazy Kraft Race.

WAIVER, RELEASE AND INDEMNIFICATION

In consideration of The Corporation of the City of Markham permitting the Participant to participate in the Krazy Kraft Race scheduled for June 6, 2015, the Participant (for itself and the Participant's minor child, heirs, executors, administrators, successors, assigns and representatives, collectively "representatives") hereby agrees as follows:

1. **TO ASSUME THE RISKS** of personal injury and/or death associated with the Krazy Kraft Race (including, without limitation, those identified above);
2. **TO WAIVE ANY AND ALL CLAIMS** that Participant has or may in the future have against The Corporation of the City of Markham, its Mayor, Councillors, officers, directors, employees, servants, contractors, agents, and volunteers (hereinafter referred to collectively as the "City"), and the Unionville Festival and all personnel or agencies involved in promoting the Krazy Kraft Race (hereinafter referred to collectively as the "Festival"), and **TO RELEASE** the City and Festival from any and all liability for any loss, damage, expense or injury (including death) that Participant (or Participant's representatives) may suffer, or that Participant's (or Participant's representatives') next of kin may suffer as a result of Participant's (or Participant's representatives) travelling to and from, or participation in the Krazy Kraft Race due to any cause whatsoever, including negligence, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.O 1990 CO.2, on the part of the City and the Festival.
3. **TO HOLD HARMLESS AND INDEMNIFY** the City and Festival from any and all liability, loss, claims, demands, costs, expenses for any damage to property of, or personal injury to, any third party resulting from Participant's (or Participant's representatives) participation in the Krazy Kraft Race.

BY SIGNING THIS DOCUMENT, THE PARTICIPANT ACKNOWLEDGES HAVING READ THIS DOCUMENT AND UNDERSTANDS THAT THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PARTICIPANT SIGNATURE:

NAME:
DATE:

WITNESS SIGNATURE:

NAME:
DATE:

(Note: If Participant is under 18 years old, parent or legal guardian must sign)

NAME OF CHILD (IF APPLICABLE):
