Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this "**Agreement**")

BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

In consideration of Toronto Island Sup Inc. (the "**Company**") permitting the individual named below ("**I**" or "**me**") to participate in certain recreational and adventure-related activities (the **"Activities"**), which include, without limitation, kayaking, stand-up paddleboarding, canoeing, inline skating, bicycling and other pedal-powered land vehicles, lessons, training, instruction, tours, and other Activities offered or facilitated by the Company, and for other good and valuable consideration, I agree to all of the terms and conditions set forth in this Agreement.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to the Activities (sustained offsite or at the location used by the Company), due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

This Agreement, together with the terms and conditions made available on the Company's website and expressly incorporated by reference, constitutes the entire agreement of the Company and me with respect to this subject matter and supersedes all prior and current understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

If I am signing this Agreement on behalf of a child under the age of 18 years, I am a parent or legal guardian of such child and am legally entitled to sign such Agreement.

I further acknowledge and agree that:

1. The Company will charge my credit card to the full retail value for lost or damaged equipment;
2. For any land-based Activities, including but not limited to bicycling or the use of other pedal-powered land vehicles, I am required to wear a CSA-approved helmet provided by the Company for the entire duration of such Activities. I confirm that I have been advised of this requirement, that a helmet has been made available to me, and that my participation in the Activities is conditional upon compliance with this requirement;
3. For all water-based Activities, including but not limited to kayaking, canoeing, and stand-up paddleboarding, I am required to wear a Transport Canada-approved life preserver or personal flotation device provided by the Company at all times while on or operating the watercraft. I confirm that a life preserver or PFD has been provided to me and that I understand the risks of serious injury or death associated with failing to wear such safety equipment. Also, I am solely responsible for ensuring that all other safety equipment used by me in connection with the Activities is present, properly fitted, and in safe working condition, and that the Company is not responsible for monitoring, inspecting, or ensuring the condition or use of such equipment during my participation;
4. Any use or rentals of on-site lockers, phone bags, or medium and large dry bags is provided at my own risk. The Company is not responsible or liable for any lost, stolen, or damaged personal property, including electronic devices or valuables, whether such property is stored in a locker, bag, or elsewhere;
5. Events and activities may be photographed or filmed. If the "Yes" box is checked below, I consent to the use of any photographs or video recordings of me for the purpose of normal publicity and promotion of the Company, as well as for news-related publications, without compensation; and
6. This Agreement will apply to all Activities provided by the Company and will remain in effect for the duration of the calendar year in which it is signed.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

Witness:	Signature of Participant:
Please print name clearly:	Please print name clearly:
	Signature of Guardian if Participant is under age of 18:

Date:

Can we use your picture/video for marketing and promotion?
☐ Yes ☐ No

☐ Yes, add me to your mailing list

Email:

Emergency Contact Name and Number (OPTIONAL):