

**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**

PLEASE READ CAREFULLY!

TO: 1747251 LTD, known as "A&A resorts" and its directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

Cottage # _____ Rental Agreement Rental Period _____

Name _____

Rate: _____

Address _____

GST _____

PST _____

Phone: _____

Sub: _____

Email: _____

Deposit: _____

Number of occupants: Adult Children

Total: _____

Rental Conditions:

- The maximum number of persons (including adults and children) using the rental premises shall not exceed the total number on this rental contract.
- All Visitors must register at office and pay guest fees. Under no circumstances are unregistered guests/visitors allowed at the resort.
- Absolutely NO SMOKING in the cottages. A \$150 fee will be charged if smoking has been detected in cottage upon check out.
- "A&A" resort personnel shall be allowed access to the rental premises (Cottage #) at any reasonable time.
- In the event of unreasonable noise, rowdiness or inappropriate behaviour the rental customer may be requested to vacate the premises immediately and forfeit the balance of the prepaid rental amount.
- Rental customer assumes responsibility for damage to the rental premises (Cottage #) and to resort property including for missing items/equipment in the premises and agrees that the premises may be inspected at checkout to verify inventory.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE PREMISES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. To WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE RELEASEES and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Cottage and Associated Equipment including but not limited to boats, motors, airconditioning units, hotwater heaters, refrigerators, stoves, Barbeques, 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 ON 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 INCLUDING ANY WARRANTY 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 ASSOCIATED WITH COTTAGE AND EQUIPMENT REFERRED TO.

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
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 and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

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.

Rental Customer Signature: _____ Please Print Name _____

Signature of User if _____ Please Print Name _____
Different from Renter

Date: _____

Witness: _____