



## HIKING WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, \_\_\_\_\_ wish to participate in the group hike (the “Activity”) offered by Halton Hikers (the “Group”). As a precondition to participating in the Activity, I have read the following Release Agreement (the “Agreement”) and agree to its terms.

### **Assumption of Risk**

I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to:

- Tripping and falling
- Abrasions, cuts, and contusions
- Sprained ankles and wrists
- Broken wrists
- Dehydration
- Heat rash/frostbite
- Heat exhaustion/hypothermia
- Blisters
- Pulled muscles
- Broken bones
- Knee injuries
- Arm injuries

I have had the opportunity to ask questions concerning these risks, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me as a result of participating in the Activity.

### **Liability Release**

In consideration for Halton Hikers allowing me to participate in the Activity, I agree I will not sue the Group and I release the Group from any and all liabilities, claims, demands, actions, causes of actions, costs, and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted.

### **Indemnification**

I agree to indemnify and hold harmless the Group from and against any loss, liability, damage, or costs, including court costs and attorneys’ fees, that the Group may incur arising from my involvement in the Activity.

### **Warranty of Physical Fitness**

I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I understand the Group has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Group is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by OHIP or my insurance incurred as a result of my participation in the Activity.

### **Emergency Medical Treatment**

I grant the Group permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the Group shall be subject to the terms of this Agreement. I understand and agree that the Group assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

### **Intent**

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from

my participation in the Activity shall be construed in accordance with the laws of the Province of Ontario, without regard to its conflict of laws provision. The courts in the Halton Region shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

**Name of Participant (print):**

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**Signature:**

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**Date:**

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**Signature of Guardian (if under 18 years of age):**

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**THIS IS A RELEASE OF LEGAL RIGHTS.**