



HUNTING ON GRAND RIVER CONSERVATION AUTHORITY LANDS

ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY & INDEMNITY

READ CAREFULLY BEFORE SIGNING

(You are waiving certain LEGAL RIGHTS, including the right to sue)

IN CONSIDERATION of the Grand River Conservation Authority permitting me to access their lands for hunting I acknowledge and agree as follows:

- 1. Assumption of Risk.** I acknowledge that by accessing the property of the Grand River Conservation Authority for the purpose of hunting wildlife that I am voluntarily exposing myself / my child to physical risks inherent in accessing deeded and leased land for hunting purposes, including but not limited to; (a) encounters with livestock and wildlife; (b) injury from falls on steep, icy, slippery or uneven terrain or from travelling in forested and mountainous terrain and climbing over rocks and deadfall; (c) changing or extreme weather conditions; (d) injury or illness resulting from exposure to heat, cold, wet or windy weather; (e) remoteness and risk of being lost or separated from others; (f) inability to access rescue and medical help in the event of an accident; (g) communication difficulty limiting access to rescue and medical help; (h) insect-borne illnesses; (i) illness resulting from ingestion of bacteria, viruses or parasites such as *E. Coli*, *Giardia* or *Cryptosporidium*; (j) handling of firearms by myself and others; and (k) injuries arising from the action of other hunters or persons on the property. I acknowledge that hunting on the property and lands of the Grand River ("**Hunting**") is a **dangerous activity that could result in serious injury or death**. I agree that my / my child's participation in this activity involves inherent risks and I agree to assume the full risk of any bodily injuries (including death), damages, or loss which I / my child may sustain as a result of any activating arising out of, connected with, or in any way associated with my / my child's participation in Hunting.
- 2. Waiver.** I agree that, I, my heirs, next of kin, executors, administrators and assigns (collectively "**my Successors**"), do **HEREBY FULLY RELEASE, WAIVE AND FOREVER DISCHARGE** the Grand River Conservation Authority and all their respective agents, officers, elected and appointed officials, servants, contractors, representatives, successors and assigns (collectively, the "**Releasees**") **OF AND FROM ALL** liability, claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, in respect of death, injury, loss or damage to my person or property / my child's

person or property **HOWSOEVER CAUSED**, arising or to arise by reason of my / my child's participation in hunting on Grand River Conservation Authority lands, whether prior to, during or subsequent to hunting **AND NOTWITHSTANDING** that the same may have been contributed to or occasioned by the **negligence, breach of contract, breach of statutory duty of care and/or breach of the Occupiers' Liability Act of Ontario** by any of the Releasees. **THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER.**

3. **Hold Harmless and Indemnify.** In consideration of accessing the Grand River Conservation Authority's property for hunting wildlife, I agree:

- (a) To **HOLD AND SAVE HARMLESS AND INDEMNIFY** the Releasees from and against any and all liability incurred by any or all of them as a result of or in any way connected to my / my child's participation in Hunting on the property of the Grand River Conservation Authority, including but not limited to: all damage caused to the Grand River Conservation Authority property as a result of or in any way connected to my / my child's participation in Hunting on the property whether caused inadvertently, accidentally or due to my / my child's negligence and all sums that the Releasees become legally obligated to pay for bodily injury or property damage to any third party resulting from or in any way connected to my / my child's access to the property of the Grand River Conservation Authority and my / my child's participation in Hunting on the property of the Grand River Conservation Authority;
- (b) To **HOLD AND SAVE HARMLESS AND INDEMNIFY** the Releasees for all sums that the Releasees incur by or associated with any rescue resulting from or in any way connected to my / my child's participation in Hunting on the property of the Grand River Conservation Authority;
- (c) That the Releasees are not responsible for any loss or damage sustained by me / my child as a result of any damage to my / my child's property or injury to myself / my child or my / my child's death.

I WILL OBEY AND FOLLOW THE INFORMATION, INSTRUCTION AND RULES of Grand River Conservation Authority, including but not limited to the following:

I / my child shall maintain all necessary Provincial and Federal licenses required for Hunting and use of the property of the Grand River Conservation Authority;

I / my child shall obey and comply with all Provincial and Federal laws pertaining to Hunting, and use of Grand River Conservation Authority lands;

I / my child shall conduct myself to a high standard of ethical and sportsmanlike behaviour;

I / my child shall engage in Hunting in a safe manner, and wear adequate "Hunter orange" as required;

I / my child shall display all required permits in an openly visible manner.

All minors under the age of 18 years will be accompanied by their Parent or Guardian.

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.

I am aware of the nature and effect of this Assumption of Risk, Waiver, Release of Liability and Indemnity and I acknowledge that I can read and understand English and I have fully read and fully understand this Assumption of Risk, Waiver, Release of Liability and Indemnity and have had the opportunity to ask questions and have them answered before signing this Assumption of Risk, Waiver, Release of Liability and Indemnity.

THE TERMS HEREOF shall serve as a Release for my / my child's heirs, executors, administrators and estate trustees and for all members of my family. I am **voluntarily** signing this release and am aware that by doing so I am **giving up certain legal rights** which I, my child, or my Successors may have against the Releasees. This is a **legal and binding document** which I have read, and which I understand and agree to the terms and conditions thereof and I intend to be legally bound by it.