

WAIVER, RELEASE, and INDEMNITY

In consideration of Ride East Outdoor Adventures (hereinafter referred to as the "RELEASEE") agreeing to my participation in and/or use of its services including but not limited to tours, programs, events, races, and/or activities organized, operated, and/or conducted by the RELEASEE, equipment use, and/or facilities use (hereinafter referred to as "services"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

- 1. I understand and agree that my participation in and/or use of the services is conditional upon my understanding and signing this Waiver, Release, and Indemnity.
- 2. I am aware that participation in and/or use of the services contains elements of risk including but not limited to the possibility of personal injury or death.
- 3. I accept these risks and any and all others arising from my participation in and/or use of the services, even if arising from the negligence of the RELEASEE.
- 4. I agree to WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the RELEASEE and/or its officers, directors, employees, agents, servants, volunteers, and representatives and TO HOLD HARMLESS, RELEASE, AND INDEMNIFY THE RELEASEE and/or its officers, directors, employees, agents, servants, volunteers, and representatives FROM ANY AND ALL LIABILITY for any loss, damage, expense, or injury, including death, that I may suffer or my next of kin may suffer, as a result of my participation in and/or use of the services, due to any cause whatsoever including but not limited to negligence, breach of contract, breach of statutory or other duty of care owed at law on the part of the RELEASEE, and further including the failure on the part of the RELEASEE and/or its officers, directors, employees, agents, servants, volunteers, and representatives to safeguard against, protect against, or mitigate any risk, danger, and/or hazard arising out of and/or as a consequence of my participation in and/or use of the services.
- 5. I agree that this Waiver, Release, and Indemnity shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and/or representatives in the event of my death or incapacity.
- 6. I agree that this Waiver, Release, and Indemnity and any rights, duties, and/or obligations arising from it shall be governed by and interpreted solely in accordance with the law of the province where participation in and/or use of the services occurs and no other jurisdiction.
- 7. I agree that any litigation with respect to this Waiver, Release, and Indemnity shall be brought solely within and in accordance with the law of the province where participation in and/or use of the services occurs and no other jurisdiction and shall be within the exclusive jurisdiction of the courts of that province.
- 8. In entering into this Waiver, Release, and Indemnity, I am not relying on any oral or written representations and/or statements made by the RELEASEE with respect to any risk associated with participation in and/or use of the services.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE, AND INDEMNITY PRIOR TO SIGNING IT. I AM AWARE THAT, BY SIGNING THIS WAIVER, RELEASE, AND INDEMNITY, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE WITH RESPECT TO MY PARTICIPATION IN AND/OR USE OF THE SERVICES.

This agreement made this day of	, 20	
RELEASOR signature (or parent if under the age of 19)	Witness	