

## Freezer Burn 2008 RELEASE AND WAIVER OF LIABILITY

**WARNING: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY.**

In consideration of being permitted to participate in any way in the event to be held Friday June 20<sup>th</sup> to Sunday June 22<sup>nd</sup> at Rochon Sands Provincial Park ("Freezer Burn 2008") without limitation **I HEREBY WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against, and **RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE**, each of the following parties:

- (a) **THE FREEZER BURN 2008 ORGANISERS or Black Rock City LLC, together as a group and as individuals;**
  - (b) all Rochon Sands Provincial Park Staff, Management and Board of Directors;
  - (c) any Freezer Burn 2008 workshop facilitators, coordinators, or assistants, ("collectively, the Facilitators"), and
  - (d) any and all other participants at Freezer Burn (collectively, "the Peer Participants"), each of their estates, heirs, executors, trustees, committees or administrators,
- (all of the above, collectively, the "Releasees") for any loss, property damage, expenses or personal injury (including death) that I may suffer, or that my next of kin may suffer, as a result of my participation in Freezer Burn 2008 **DUE TO ANY CAUSE WHATSOEVER ON THE PART OF THE RELEASEES, INCLUDING:**

- **Negligence** (the meaning of which includes failure to use such care as a reasonably prudent person would use under similar circumstances and the failure to meet standards of care imposed upon those engaging in Freezer Burn 2008 Activities for the safety or comfort of other participants);
- **Breach of any other duty imposed by law;**
- **Breach of contract;**
- **Mistakes or Errors in Judgment** by the Releasees, including, without limitation, mistakes or errors in judgment that may affect my safety.

**IN ADDITION, I AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability, loss, or damages (including attorney's fees) they may suffer as a result of claims demands or judgments against them arising out of any injury or damage that I either cause or suffer during my participation in Freezer Burn 2008.

**I AM AWARE THAT THERE ARE CERTAIN SPECIFIC RISKS INHERENT IN PARTICIPATING IN FREEZER BURN 2008 INCLUDING:**

**POTENTIALLY HAZARDOUS TERRAIN** – including walking or hiking on wet or un-groomed trails where a fall may cause injury or death. In addition, I understand that I may encounter steep or vertical slopes, or other inherently dangerous obstacles and hazards. Some of these obstacles and hazards include: rocks and boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, poorly maintained trails or off trail hiking, and varying and difficult conditions;

**FIRE PERFORMANCE** – there is a fire-spinning performance planned for the night of Saturday June 21<sup>st</sup>. No other fire performance will be permitted;

**WATER HAZARDS** – from canoeing, kayaking, swimming in the lake or any other body of water;

**WEATHER** – weather conditions can be extreme and can change rapidly without warning;

**CONDUCT OF THE RELEASEES** - the conduct, including NEGLIGENCE, of the Releasees;

**PROXIMITY OF MEDICAL CARE** - which may not be readily available or effective; and

**PARTICIPATION IN FREEZER BURN 2008 ACTIVITIES** – whether facilitated or not, that may challenge participants' physical or emotional boundaries, and which may involve outdoor activities, terrain hazards, use of any electrical equipment, fire or fuel hazards.

