

**Release of Liability, Waiver of Claims, and Assumption of Risks
for Park & Facility Use**

PLEASE READ CAREFULLY!

**BY SUBMITTING AN APPLICATION FOR A PARK AND FACILITY PERMIT, YOU WILL
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FROM THE VILLAGE.**

DESCRIPTION OF RISKS AND HAZARDS

Use of the Village of Cumberland's (the "Village") parks and recreational facilities (the "Village Lands") for any outdoor or indoor recreational activity involves inherent risks, hazards, and conditions that may be dangerous to persons and property. These risks can arise in variety of ways, both foreseeable and unexpected, including but not limited to: the presence and use of structures, machinery and equipment (such as metal posts, fencing, stages, and outbuildings); the actions of other participants that block movement or visibility or coming into direct contact with other participants deliberately or accidentally; hazards arising from use of the park or facility space, including uneven terrain, natural or manmade trail features, hidden hazards or those arising from limited visibility; the physical impacts and health complications associated with physical exertion (such as fainting, collapse, exhaustion, or other more serious complications); and other risks associated with utilizing a park or recreational facility space, such as the possibility of tripping, falling, or being struck.

POTENTIAL CONSEQUENCES OF RISKS AND HAZARDS

The risks associated with the use of Village Lands include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent injury, economic or emotional loss, and death (the "Risks"). I understand that the Risks may arise from my own negligence or others' negligence (including the Village's negligence). I also understand the Risks may arise from conditions that impact the safety of Village Lands outside the control of the Village, including but not limited to conditions relating to terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others.

ACKNOWLEDGEMENT AND ASSUMPTION OF LIABILITY

I acknowledge that I understand, accept, and assume all Risks associated with the use of the Village Lands, including those inherent, including but not limited to those listed above. By submitting the application for the park and facility permit (the "Permit") and making use of the Village Lands pursuant to the Permit, I assume ALL responsibilities for any loss(es) that I or any of my invitees may suffer, including without limitation, the Risks specifically enumerated above, property damage (including damage, destruction, or theft), bodily injury (including serious injury and death).

I will advise all members and participants involved in activities authorized by the Permit of the Risks, and will take all actions and precautions necessary to conduct activities in a safe and orderly manner.

I have been advised of the Events Policy pertaining to the subject rental park or facility, which I have read and understood in its entirety.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of being allowed to use the Village Lands pursuant to the Permit:

I, along with my dependents, heirs, relatives, representatives, and agents, **hereby release, indemnify, save harmless and waive against the Village and its elected officials or councillors, officers, directors, employees, volunteers, agents, successors, assigns and any other person or entity authorized to act on behalf of the Village (the "Village Parties"):**

- any and all claims whatsoever and brought by whosoever, including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding (the "Claims") arising directly or indirectly from or in connection with the grant of or exercise of rights under the Permit or the licence terms contained therein, and the use and occupation of the Village Lands, including any such Claims resulting from or arising out of any negligence or fault on the part of the Village to the extent that the damage, loss or injury was caused or occasioned by the negligence of the Village or the Village Parties.

In the event that any provision contained within this Release and Waiver is deemed to be severable or invalid, or if any term, condition, phrase or portion of this Release and Waiver is determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

I, the undersigned, hereby affirm that I have carefully read, understand and agree to the above release, waiver, assumption of risk, and indemnity (the "Release Agreement") and that I am nineteen (19) years of age or older. I agree the Release Agreement shall be effective and binding upon me, my next of kin, administrators, successors or assigns.

If I am signing on behalf of the organization further identified below (the "Organization"), I represent and warrant to the Village that I have the power or authority to bind the Organization to the terms of the Release Agreement and to execute documents on its behalf.

If individual

Signature: _____

Name: _____

Date: _____

If Organization:

Signature 1: _____

Signature 2 (if applicable): _____

Legal Name of Organization: _____

Date: _____