

LAKE SIMCOE OUTFITTERS LTD., LUCKY'S SONS ICE HUT RENTALS:

Waiver and Release of Liability

I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazards and such risks exist in participation of angling by way of ice fishing, including but not limited to, ice conditions and thicknesses, driving motor vehicles and all other means of traveling onto ice while renting from Lake Simcoe Outfitters Ltd. My participation in this activity may result in injury or illness, including, but not limited to, disability or death. These risks and dangers may be caused by the negligence of the participants, the negligence of the owners, employees, officers or agents of Lake Simcoe Outfitters Ltd., breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes and such other risks, hazards and dangers that are integral to recreational activities that take place on a frozen body of water.

In consideration of my participation in ice fishing with Lake Simcoe Outfitters Ltd., I agree that by my participation in this activity, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Lake Simcoe Outfitters Ltd., or any other person including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, and I am capable of participating in ice fishing. I have read and understand all rules involved with ice fishing with Lake Simcoe Outfitters Ltd. My participation in all activities with Lake Simcoe Outfitters Ltd. is voluntary. Representatives of Lake Simcoe Outfitters Ltd., have taken reasonable steps to provide me with appropriate information so that I acknowledge ice fishing is not without risk. Certain risks are inherent of ice fishing and cannot be eliminated without destroying the unique character of the activity and can be the cause of loss or damage, the risk of which I assume.

I, on behalf of myself, my personal representatives and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Lake Simcoe Outfitters Ltd. and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my participation while ice fishing. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of Lake Simcoe Outfitters Ltd.

I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE Lake Simcoe Outfitters Ltd. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature _____ Print Name _____ Date: _____

FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS:

I certify that I, as a parent or guardian with legal responsibility for this minor

Participant, _____ (print minor Participant's Name),

do consent to his/her release as provided above for myself, my child, and/or our heirs and I hereby release and agree to indemnify and hold harmless Lake Simcoe Outfitters Ltd. from any and all liabilities to my minor child's involvement or participation as described above.

Signature _____ Print Name _____ Date: _____