



## WAIVER FORM

This is a binding legal document. It relieves Pro Tackle Co., Timmins Adventure Tours, Timmins Boxing Club, and P & S Promotions, 1071868 Ontario Ltd., 1707092 Ontario Ltd., 1712490 Ontario Ltd. and or any affiliated companies of any responsibility in the event of injury or loss. **Read it carefully before signing. (If under the age of 19, it must be signed by a parent or guardian.)**

### WAIVER

I, the participant (or parent or guardian of the participant) in an activity organized by or through, Pro Tackle Co. Companies as listed, and or any affiliated companies, their respective staff, servants, agents, representatives, employees, promoters, officers, directors, shareholders, guests or invitees (herein “the companies”), state that the participant is in proper physical condition to participate in the activity. I further state that I am aware that the participation in the activity could, in some circumstances, result in physical injury and, accordingly, I agree that the participant is to strictly abide by all the rules and instruction given by the Companies.

Therefore, in consideration of the right to participate and of the organization by, or through, the Companies, I covenant and agree for myself, my heirs, executor’s administrators and assigns as follows:

#### 1. RELEASE

I agree to release the Companies from any claims, demands, damages, actions or causes of actions arising out of, or in consequences of , any loss, injury or damage to my (or the participant’s) person or property incurred while attending at, or participating in , any activity, notwithstanding the fact that any such loss, injury or damage I may have arising by reason of the negligence of the Companies.

#### 2. INDEMNIFICATION

I agree to indemnify the Companies from any claims or demands which may be made against the Companies arising out of, or in consequence of, my (or the participant’s) attendance at, or participation in, any activity.

#### 3. SCOPE OF WAIVER

I covenant and agree that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario and , should any portion thereof be held to be invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.

### PARTICIPANTS INFORMATION:

FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE/EMAIL \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the participants or by a parent of guardian (if the participant is under the age of 19 years.)

\_\_\_\_\_  
Participant or Parent or Guardian

\_\_\_\_\_  
Witness