





**COMPREHENSIVE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

**DEFINITION** In this agreement, the term "Activities" shall include all activities in any way related to the outdoor sporting activities such as, but not limited to: skiing, running, inline, boarding, biking, surfing, paddling, skydiving, para-gliding, hiking, climbing, adventure racing, triathlon etc including, but not limited to, orientation and instruction sessions; photo, video or film shoots; event coverage; transportation or travel to and from the site; lodging; all activities while on site; or other activities offered by, or associated with XCZONE.TV.

**ASSUMPTION OF RISK** I am aware that Outdoor Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the site; lodging; falling or collisions; impact or collision with rocks, trees, logs, dead-fall; environmental factors such as extreme temperatures, altitude, water, ice, avalanches; encounters with domestic or wild animals; negligence of others, negligence of other parties participating in activities offered by, or associated with XCZONE.TV. and negligence on the part of xczone.tv., including the failure by xczone.tv to safeguard and protect me from the risks, dangers, and hazards of outdoor activities. I freely accept and fully assume all risks, dangers, and hazards associated with outdoor activities and the possibility of personal injury, death, property damage, or loss resulting therefrom. I am aware that the physical exertion required of outdoor activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with outdoor activities that I should seek medical advice before undertaking the outdoor activities. I affirm that I am not misrepresenting either my physical conditioning or skill level to XCZONE.TV.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, & INDEMNITY AGREEMENT** In consideration of XCZONE.TV. agreeing to my participation in the Outdoor Activities and permitting my use of its equipment, transportation, and other outdoor facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

To waive any and all claims that I have or may in the future have against xczone.tv., its directors, officers, employees, agents, guides, sponsors, crew, instructors, independent contractors, subcontractors, and representatives (all of whom are hereinafter referred to as the "releasees") and to release the releasees from any and all liability for any loss, damage, expense, or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in outdoor activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the occupiers liability act, r.s.o. 1990, c.o.2, on the part of the releasees and further including failure on the part of the releasees to safeguard or protect me from the risks, dangers, and hazards of the outdoor activities referred to above.

**TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Outdoor Activities;

That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death;

That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Outdoor Activities, other than what is set forth in this Agreement.

**I have read and understood this Agreement prior to signing it. I am aware that by signing this Agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Realeasees.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

(Signature of Parent or Guardian if participant under 18 years old )

Dated: \_\_\_\_\_