

WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY Assumption of Risk I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE PARTICIPATING IN RIDE MACTIER EVENTS. I hereby undertake and agree, while participating in the Activities hosted by the MacTier Festival Committee, to respect and comply with all applicable laws, rules and regulations. I also agree to wear a DOT approved helmet.

1. Waiver and Release of Liability In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Township of Georgian Bay, MacTier District Lions Club, MacTier Community Development Association, Six Star Snow Riders, MacTier ORV Trail Riders, MacTier Railroad Heritage Society, and MacTier Festival Committee and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activity, the Product, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

2. No Alcohol or Drug Consumption I agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

3. Full Understanding of Release and Waiver/ No Coercion I, the undersigned, declare that I have fully read and understood this final and complete Waiver and Release of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the Activities made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.

Executed this _____ day of _____, 20__

By: _____ Name: _____

(Signature)

(Print)

Witness: _____ Name: _____

(Signature)

(Print)