



Mississauga, Ontario

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

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY**

To: Ontario Inflatables & Event rentals inc. carrying on business as Ontario Inflatables, and the said Ontario Inflatables (hereinafter collectively referred to as "Ontario Inflatables").

**Assumption of Risks**

I am aware that riding, attempting to ride and observing others ride a mechanical bull (hereinafter collectively referred to as the "activities") involve many risks, dangers and hazards including, but not limited to, getting on and off the mechanical bull, slippery conditions on the floor, unmarked landings, in the vicinity of the mechanical bull, falling from the mechanical bull, having others collide with me; loss of balance or coordination, whether or not as a result of my voluntary consumption of alcohol; and **negligence on the part of Ontario Inflatables or the staff of Ontario Inflatables, including failure on the part of Ontario Inflatables or it's staff to safeguard or protect me from the risks, dangers and hazards of the activities.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS DANGERS AND HAZARDS AND THE POSSIBILTY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Ontario Inflatables allowing me to take part in the activities, in order that I may ride, attempt to ride or observe others riding or attempting to ride a mechanical bull and for other good and valuable consideration (the receipt of which I hereby acknowledge), I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Ontario Inflatables, and its directors, officers, employees, agents, representatives, sponsors, successors, suppliers and assigns (all of whom are hereinafter collectively referred to as the "Releases") and TO RELEASE THE RELEASES 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 resulting from either my use of the mechanical bull or my presence on ONTARIO INTFLATABLES EQUIPMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR ANY OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.O 1990,C0.2 ON THE PART OF THE RELEASES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE:
- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the mechanical bull or my presence on Ontario Inflatables Equipment.
- 3) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- 4) This agreement and rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with laws of the Province of Ontario and no other jurisdiction
- 5) Any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario; In entering into this agreement, I am not relying on any oral or written representations made by the Releases with respect to the safety of the activities other than what is set forth in this agreement.
- 6) This agreement shall apply to all subsequent uses by me of the mechanical bull owned by Ontario Inflatables for the purpose of using the mechanical bull, watching others use the mechanical bull or otherwise.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name (Print Clearly)

Signature

Witness

Current Date

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