



ICE SKATING AGREEMENT AND WAIVER

975 Regional Road 21
Port Perry, On L9L 1B5

Market Phone:
905-985-4973

DATE (MM/DD/YY)		
NAME		AGE
ADDRESS	TELEPHONE	
CITY	PROV.	POSTAL CODE
EMAIL ADDRESS		
<input type="checkbox"/> YES, I want to receive Willowtree Farm's e-mosletter to keep up-to-date on farm happenings!		

FILL OUT ALL ACCOMPANYING PARTICIPANTS' INFO UNDER THE AGE OF 18
 NOTE: A supervising companion must accompany all guests under the age of 16. A supervising companion is someone that is over the age of 21 years of age.

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IMPORTANT: RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ON REVERSE. PLEASE READ CAREFULLY BEFORE AGREEING TO AND SIGNING THIS DOCUMENT AS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**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**

TO: WILLOWTREE FARM CUSTOMERS, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees")

ASSUMPTION OF RISKS – The Participant and/or their parent(s) or guardian understands, acknowledges, and agrees that ice skating is an inherently dangerous and physically demanding activity. Participating skater assumes full responsibility for any risk of injury, property damage, or death while participating in activities at this establishment.

CHILDREN UNDER 16 - All children under 16 must be accompanied by an adult.

HELMETS REQUIRED - All ice acting participants **MUST** wear a helmet **AT ALL TIMES** while on the ice skating rink.

INCLEMENT WEATHER/UNSAFE TERRAIN - Willowtree Farm reserves the right to cancel the booking or ability to come onto the property for the purposes of ice skating if there is adverse weather and/or unsafe terrain.

CODE OF SKATER CONDUCT: Participant agrees to abide by rules as posted within the ice rink area. Failure to follow these codes of conduct may result in the termination of Participant's use of the ice skating rink and the surrounding areas without refund.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS WHILE ON THE FARM.

In consideration of the Releasees accepting my participation in ICE SKATING and permitting my use of the trails, greenhouse, market, and other farm facilities (hereinafter "the facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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 use of or my presence on the facilities 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, RS01990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from any cause whatsoever including but not limited to the risks, dangers and hazards of ice skating, collision with the ice surface or the structure associated with the same or collision with other persons and negligence, breach of contract or breach of statutory duty of care on the part of Willowtree Farm, its agents, servants and employees; The guest or persons accompanying the guest on the skating rink agree that Willowtree Farm shall not be liable for any such personal injury, death or property loss and releases Willowtree Farm, its agents, servants and employees, and waives all claims with respect thereto.

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 shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and

5. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

6. PHOTO/VIDEO RELEASE - I consent to photographs/video taken of me during my participation at Pingle's Farm, and to publication of the photographs/video by the Operators for advertising, promotional and marketing purposes. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied.

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, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Name of Person: _____ Signature _____

If under 18, Name of Legal Guardian _____ Signature _____

Date: MM/DD/YY _____

THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO PARTICIPATION IN FARM ACTIVITIES

MINOR RELEASE
FOR PARTICIPANTS UNDER 18 YEARS OF AGE
Must be completed by Parent/Guardian for any participant under the age of 18

I, CERTIFY AND AFFIRM THAT I AM THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, AND I UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. AS A CONDITION OF USE OF THE SKATING RINK AT WILLOWTREE FARM, I, AS THE MINOR'S PARENT OR LEGAL GUARDIAN AGREE THAT THE MINOR ASSUMES ALL RISK OF PERSONAL INJURY, DEATH OR PROPERTY LOSS RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO THE CAUSES SPECIFICALLY SET FORTH IN THE ABOVE RELEASE. I AGREE ON BEHALF OF THE MINOR THAT WILLOWTREE FARM SHALL NOT BE LIABLE FOR ANY SUCH PERSONAL INJURY, DEATH OR PROPERTY LOSS AND RELEASES WILLOWTREE FARM, ITS AGENTS, SERVANTS AND EMPLOYEES, AND WAIVES ALL CLAIMS WITH RESPECT THERETO.

The undersigned parent certifies that the immediately preceding representation is true and correct in all respects for the participant named herein above.

I understand that by submitting this statement, I am giving Willowtree Farm permission to verify this statement and that the information provided in this statement is true.

Name of Parent/Guardian: _____

Parent/Guardian's Signature: _____

Date: MM/DD/YY _____

***THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO PARTICIPATION IN FARM
ACTIVITIES***