

RELEASE, WAIVER AND INDEMNITY

THE FOLLOWING AFFECTS YOUR LEGAL RIGHTS

PLEASE READ THIS DOCUMENT CAREFULLY

IMPORTANT: Before you sign this document, read it carefully, because by signing this document, you will be agreeing to release, waive and discharge Rowaan Holdings Inc., B & E Honey Fields Ltd., Brian Rowaan and Erin Rowaan (the “**Rowaan Group**”) from all claims, actions, liabilities, complaints, demands, damages and otherwise that may arise out of or are in relation to the event described below.

As you read this document, remember that the words “I”, “my” and “myself” includes your guardians, heirs, executors, administrators, successors, and assigns. The words “Rowaan Holdings Inc.”, “B & E Honey Fields Ltd.”, “Brian Rowaan”, “Erin Rowaan” and the “Rowaan Group”, and include their heirs, executors, administrators, assigns, employees and the officers, directors, agents, and employees of the Rowaan Group, as well as any associations, sanctioning bodies and sponsoring companies and all of their partners, agents, officials, servants, contractors, employees, representatives, successors and assigns.

I _____, **RELEASE, WAIVE AND FOREVER DISCHARGE THE ROWAAN GROUP OF AND FROM ALL CLAIMS**, causes of actions, liabilities, complaints, demands, damages and otherwise, whether in law or equity, in respect of death, injury, loss or damage to my person or property, arising out of or in relation to my attendance at, my participation in skating and ancillary activities related thereto, or travelling to or from the ice rink and the property located at 962 Line 8 R.R. #4, Niagara-on-the-Lake, Ontario L0S 1J0 (the “**Event**”), and the specific risks inherent in ice skating or related activities, whether such equipment has been provided by the Rowaan Group or brought to the Event by myself, on the dates of the Event, as applicable, whether foreseeable or not, and notwithstanding that any such death, injury, loss or damage may arise by reason of the **NEGLIGENCE** of the Rowaan Group.

I ACKNOWLEDGE that this activity entails risks of injury or death to myself. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation is purely voluntary. I am physically and mentally capable of participating in the activity or attending the Event where such activity will take place. **I ACCEPT FULL RESPONSIBILITY** for the risks of personal injury, accidents or illness, including but not limited to cuts, wounds, scrapes, sprains, torn muscles and ligaments, fractured or broken bones, head, neck or spinal injuries, and death, and any of the resultant expenses from any of the foregoing risks. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I FURTHER AGREE TO INDEMNIFY the Rowaan Group from any and all claims or demands which might be made against the Rowaan Group arising out of or in relation to my attendance, travelling to or from, or my participation in the Event. I further agree not to make any claim, or to commence or maintain any action or proceeding, against any person or corporation, that might claim contribution or indemnity or seek declaratory relief in a third party proceeding under the provisions of any applicable law, including the *Negligence Act* or otherwise

in respect of any matter in any way relating to the Event, without the consent of the Rowaan Group. I further agree to save harmless and indemnify the Rowaan Group of and from any and all liability for any such claim including all costs, expenses and legal fees expended by the Rowaan Group in such claims.

THIS RELEASE, WAIVER AND INDEMNITY is for the benefit of the Rowaan Group and is binding upon myself. This document may be raised as a complete bar to any claim, demand, action, proceeding or complaint made by myself against the Rowaan Group in respect of the attendance, travelling to or from, or participation by myself in the Event.

THE FOREGOING has been accepted and acknowledged as **CONSIDERATION** for the acceptance of my decision to attend and participate in the Event and the provision, organization, or sponsorship of the Event by the Rowaan Group.

I HAVE READ AND FULLY UNDERSTAND the terms of this release, waiver and indemnity and I have signed this release, waiver and indemnity of my own free will.

Name of Participant: Age:

Participant's Address:

Telephone Number:

Emergency Contact Person and Telephone Number:

Signature of Participant: Date:
(or Guardian if under 18 years of age)

Signature of Witness: Date: