

**ERIN FALL FAIR  
October 5 to 9, 2023**

**MOTORIZED ACTIVITIES AND PIT ACCESS - WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION of and for being permitted to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I (name of Participant) ("I", "Me", "My", or the "Participant") of (address)

agree with the Erin Agricultural Society (the "EAS") of 184 Main Street, PO Box 906, Erin, Ontario, N0B 1T0, to the following:

**ACTIVITY**

1. In and around October 5, 2023 to October 9, 2023, I will be preparing for and participating in the following activity: **Motorized Activities and Pit Access** (the "Activity") provided by the EAS, wherein:
  - 1) Motorized Activity includes, but is not limited to, lawn tractor pull, tractor pull, demolition derby, or any display or contest involving any vehicle that is drawn, propelled or driven by any means other than muscular power ("Vehicle"), and wherein:
  - 2) Pit Access means any attendance in area in which Vehicles are being serviced, marshalled, or otherwise prepared for any said display or contest (the "Pit" or "Pits").
2. I acknowledge that **Motorized Activities and Pit Access are inherently dangerous**, including the potential for serious injury or death, notwithstanding any rules, regulations, equipment, warnings or barriers put in place by the EAS or any other person, intended to reduce the risk of serious injury or death.
3. I understand that **I will not be permitted to participate in the Activity unless I sign this Waiver and Release.**
4. I represent that I am of legal age, and that I have no physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent me from participating in the Activity.

OR

**I represent that I am a parent or guardian of** (name of Participant), that I am of legal age, that the Participant has no physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity, and; that such amendments may be read into this Waiver and Release to give effect to its intent, and these representations and acknowledgements, and; **I understand that I am waiving the legal rights of the Participant.**

**CONSIDERATION**

5. In consideration of being permitted to participate in the Activity, **I release and forever discharge the EAS**, its directors, officers, employees, volunteers, agents, assigns, legal representatives, and successors from any action, cause of action, debts, accounts, bonds, contracts, claims, and demands for, or by reason of **any loss, damage or injury to a person or property, including injury resulting in my death, which may be sustained as a consequence of my participation in the Activity**, and notwithstanding that such loss, damage, or injury may have been caused solely or partly by the negligence of the EAS.

**RELEASE**

6. **I give this Waiver with the express intention of extinguishing any obligations that may be owed to me by the EAS**, and with the intention of binding my spouse, heirs, executors, administrators, legal representatives and assigns.
7. I represent and acknowledge that:
  - 1) I have had sufficient time to carefully read this Waiver;
  - 2) I have been given the opportunity to seek independent legal advice prior to signing this waiver;
  - 3) I fully understand the risks and claims that I am waiving to participate in the Activity;
  - 4) I am freely and voluntarily executing this Waiver;
  - 5) I am forever prevented from suing or otherwise making claim against the EASE for any property loss or personal injury that I may sustain while participating in the Activity.

**GOVERNING LAW, FORUM AND JURISDICTION**

8. This Waiver shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, and any proceedings commenced shall be so commenced at Guelph.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_, Ontario,

\_\_\_\_\_  
Signature  
(of Participant or parent/guardian of Participant)

\_\_\_\_\_  
Print Name