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A 10-acre public trust powered by the
creative cultures of Canada and the world.

POND PROGRAM WARRANTY & CONSENT FORM

THE PARTICIPANT, PARENT/GUARDIAN AGREES:

1. To always wear their personal floatation device/lifejacket and be fully responsible for proper fit and size.
2. To be extra cautious getting in and out of boat, as the surface may be slippery, especially when wet.
3. To return the craft at the time agreed to and to listen to the employees requests and suggestions.
4. That if the renter feels that they cannot operate the craft carefully, or feel uneasy about stability they will notify the on duty staff and return the craft within the first few minutes for a full refund. The renter realizes that in the outdoors water can be cold / dirty, and that unforeseen circumstances can arise.
5. To hold Harbourfront Centre or Harbourfront Corporation harmless against all damages and claims however arising or occasioned, whether to property or to persons, including customer/ward.
6. To permit Harbourfront Centre to take in tow and return to dock any craft where craft and/or passengers are deemed to be in danger. At no point shall any craft try to hit another craft or tip another craft.
7. I warrant that:
 - a) I am familiar with the risk of serious injury and/or death which any participant in this activity must assume,
 - b) I believe that I and/or my ward are physically, emotionally and mentally able to participate in this program, and that our equipment is mechanically fit for our use in this activity,
 - c) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for persons safety remains with me,
 - d) I will immediately remove myself and/or my ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe conditions.
8. I understand and agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my or my wards participation in this activity constitutes:
 - a) an unqualified assumption of all risks associated with participation in this activity by me or my ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizer and any persons associated therewith or participating therein,
 - b) a full and final release and waiver of liability of the activity organizer and all persons and organizations associated with it and the activity including but without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the activity, sanctioning bodies, medical or rescue personnel (the releasees), of and from with the respect to all injured, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise,
 - c) an understanding not to sue the Harbourfront Centre or Harbourfront Corporation for any loss, injury, costs or damages of any form or type, howsoever causing or arising, and whether directly or indirectly from the participation in this activity by myself and/or my ward and,
 - d) an agreement to indemnify, and to save & hold harmless Harbourfront Centre and Harbourfront Corporation, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of Harbourfront Centre, Harbourfront Corporation or otherwise.

I HAVE READ THIS THOROUGHLY AND I UNDERSTAND THAT HARBOURFRONT CENTRE AND HARBOURFRONT CORPORATION ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN PARTICIPATING IN THIS ACTIVITY. I UNDERSTAND THAT BY READING AND AGREEING THIS I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE. I HAVE READ THIS VOLUNTARILY AND WITHOUT INDUCEMENT.

I, _____ give permission for myself/child _____
(print name) (print name)

(Signature)

(Date)