

This is a legal document which will affect your legal rights once you sign. By signing this agreement, you will waive (ie. give up) certain legal rights, including the right to sue should you suffer a loss, be injured, or die. Secondly you will be assuming responsibility (both legal and financial) for a number of significant risks to the real and personal property of Black's Bay Lodge ("BBL") and others. BBL places great importance and emphasis on this document. It is very important that you read it thoroughly and fully understand its entire contents prior to signing.

I/WE, _____,
Full Name of Applicant(s)

Street Address

City

Province

Postal Code

Phone

Fax

E-mail

(hereinafter referred to as the "Applicant" or "I", or "my", or "me", or "myself"; and where there is more than one Applicant, then each Applicant will be joint and severally bound and responsible under this agreement, and the singular shall apply equally to the plural and visa versa, and masculine or feminine shall apply equally well to the opposite gender) having received full and sufficient consideration from Black's Bay Lodge (a sole proprietorship owned by Glenn Black, registered in the Province of Ontario, and hereinafter referred to as "**BBL**") by **BBL** doing or permitting one or more of the following: i) receiving and reviewing my Application; and/or ii) accepting my Application; and/or iii) entering into a contract with me; and/or iv) transporting me; and/or v) permitting my use of, or benefitting from the Facilities ("Facilities" herein defined as including, but not limited to, all of the following: Lot 7 Concession XVII Campbell Township, Manitoulin Island, Ontario, Canada; the lodge and other buildings thereon, trails, observation platforms, other facilities, land, vehicles, trailers, fixtures, chattels, and other related things at, on, or related to the above real property); and/or vi) arranging, where possible, my use of other real or personal properties adjacent to, in proximity to, or associated with **BBL**'s Facilities; therefore I, the Applicant, irrevocably agree to the following terms and conditions for my assumption of risk, waiver of liability, indemnification of others, and other terms & conditions for **BBL** Applications and contracts (this document being hereinafter referred to as "Waiver") for my Application and any resulting or subsequent contract(s) between myself and **BBL**, as follows:

- I, the Applicant, acknowledge and agree that this Waiver is an integral part of any and all current and future proposals, offers, contracts, agreements, duty of care, trusts, and all other special relationships between myself and **BBL**, and between myself and the Releasees ("Releasees" defined as jointly and severally including Glenn Black; **BBL**; and **BBL**'s Directors, Officers, managers, owners, employees, representatives, agents, sub-contractors, and suppliers). All of the aforesaid contracts and relationships are subject to, constrained by, limited by, receive the benefit of, and are defined by the terms and conditions in this Waiver; and this Waiver is an integral part of all of these aforesaid contracts and relationships.
- I warrant, for the benefit of **BBL** and other interested and affected third parties (and I understand that **BBL** and other are relying upon my assurances and they have taken or avoided a course of action based upon my assurances and this Waiver), that I fully understand and acknowledge the following risks, dangers, and events associated with the activities envisioned by my Application and any resulting contract between myself and **BBL**, as follows: a) Activities such as, but not limited to, lengthy car trips, or being in an area where hunting may be occurring, or high-powered firearms may be used, or just being in a wilderness area; all of which have significant risks. I also acknowledge, and agree: a) There are significant risks to myself and all other persons who visit, or are directly or indirectly associated with these activities; and b) I and other persons plan to be in close proximity to live, free-roaming, and wild animals; and these animals may become agitated, and may attack, seriously injure, or kill me or others; and in the process of being in, or traveling through, or being in proximity to the Facilities, or by participating in certain activities, I may be exposed, or have intimate and prolonged contact with the hide, flesh, bodily fluids, parasites, and other substances associated with a wild animal, and thereby may be exposed to and/or contract, or be infected by, or infested by diseases, allergic or allergy-inducing

- substances, bio-hazardous materials, toxins, parasites, flora, and fauna that exist on or in or are otherwise associated with those wild animals; and c) The elevated observation platforms located on the Facilities have been constructed of natural lumber with no preservatives (ie. Neither pressure treated, nor creosoted, nor painted, nor other wood preservative) so as to minimize the odor to wild animals. The observation platforms are constructed in, and supported by trees that are subject to rotting, lightning, wind damage, and other risks or structural failures. Therefore, the observation platforms will naturally weaken & rot with time, and may be inappropriate or dangerous to use. The climbing of a tree, or staying in an open, elevated platform, especially in low light levels or damp conditions or during a storm; and the transporting of potentially dangerous goods into, or out of, or possessing while in an elevated observation platform may pose significant risk if I or others should slip or fall, or be struck by lightning, or accidentally or intentionally drop something out of the tree stand, or the dangerous goods accidentally or intentionally enters a dangerous state which harms me or others; and d) The normal supply used for camp water, while filtered and chlorinated and believed to be safe, may not be 100% free from pathogens, impurities, or other harmful substances which may cause some individuals discomfort, illness, disease, poisoning, or other adverse reaction; and e) Chainsaws, trimmers, axes, saws, knives, ladders, hand tools, tractors, vehicles, farm machinery, woodworking equipment, electrical generators, and other dangerous tools and equipment may be in the area, may be operated by myself or others, may damage the property of myself or others, and I or others may be put at risk, injured, or killed by the presence or use of these devices; and f) Adequate safety equipment, methods, detection, skills, personnel, and nearby medical treatment and facilities may not be available from **BBL** nor in the proximate region to neither protect against, nor prevent, nor adequately treat injuries from some or all of these potential or actual risks; and g) Certain other situations, conditions, or risks may already exist, or may be hereafter created or occur, and I recognize that I may not know all the risks that may subsequently occur or are created, and acknowledge that some risks may be unknown or unknowable until it is too late to avoid, or mitigate, or handle adequately, or appropriately respond, or otherwise prevent; and h) Any or all of the above activities or risks (and others as well) may cause loss of life, permanent or temporary disappearance from my current life and responsibilities, severe bodily harm, pain & suffering, property damage, loss or damage of my property, or other undesirable events to be suffered by myself or others; and i) In spite of my taking all reasonable precautions or pre-planning, one or more of these untoward losses, accidents, risks, undesirable events, or incidents may still occur; and j) Third parties and/or other members of the group I am attending with (any one or more of whom may not be as skilled or as knowledgeable as myself, or may have different attitudes towards the above risks or safety) will be present, or participating in some or all of these aforementioned activities with me, or in proximity to me; and that people by their very nature occasionally forget; or violate known rules, standard procedures, or habits; or make inappropriate assumptions or decisions; or have errors in perception; or act, or fail to act in a prudent, or reasonable manner under some circumstances. These errors, latent defects, or failures by myself or other people; or the incomplete, unenforced, or inappropriate rules, systems, or procedures developed or used by **BBL**; or the actions or inactions of other people may have serious consequences for myself and my property; or in proximity to others who enter upon, use, benefit from, or reside at the Facilities; and these risks can result in damage or loss to property, as well as injuries to myself and others up to and including severe, permanent disability; or my death; or the death of another individual; and k) One or more accidents or other potentially serious or traumatizing events may occur during the envisioned activities; and I may be involved in, or witness, or learn about it; and subsequently, I may be traumatized, become emotionally upset, or adversely affected for expended periods of time or permanently; and l) All of the above stated activities and risks, as well as other activities and risks (whether known, unknown, or unknowable) will be part of the conditions possibly, occasionally, or regularly occurring during the envisioned and requested activities, trip, stay, or contract period with **BBL**. These risks include all the risks associated with an urban residence, plus the risks associated with a rural setting, plus the risks associated with a forested area (ie. Limited access, no proximity to emergency facilities, forests, forest fires, wild animals such as bears and wolves, etc.), plus the risks associated with a remote, wild terrain, plus the risk of hunting. In addition, there is no or minimal lighting, demarcation, signage, or monitoring of the Facilities, and some or all parts of the Facilities may not meet all the current statutory, regulatory, or reasonable & prudent requirements. m) Some or all of these risks may not be known, or not fully understood, or are unknown to reasonably prudent persons, or are unknowable under the circumstances.
3. I am solely and totally responsible, liable, and have a duty of care (or in the case where other parties have signed a similar Waiver and are in the same group then I am jointly and severally responsible and liable with all other signatories to this and similar Waivers), for: a) the safeguarding of the Facilities during the contract period, as well as while the Facilities are in my sole or joint care or control; b) for conducting and paying for investigating, performing due diligence, learning, and fully understanding the risks to myself, all other persons, and the Facilities; c) Continuing to exercise my very best efforts towards assessing all the potential risks on an on-going basis, the prevention, avoidance, and minimization of all risks, and my timely response to any and all risks or adverse occurrences throughout the contract period, as well as while the Facilities are in my sole or joint care or control; d) Keeping the Facilities in a normal, stable, safe, and reasonable condition at all times, but especially at the end of my contract rental period immediately before I vacate the Facilities and until I surrender care and control to **BBL**'s authorized agent; and e) Care and control of the Facilities, and at my risk and liability between the time I first enter upon the Facilities, or the start of my contract period (whichever occurs first); and the Facilities continue in my exclusive care and control (or joint and several control, as the case may be) until all of the following five events have occurred: i) I or others have returned the Facilities to a fully and completely normal, stable, safe, and reasonable condition; and ii) I and all others in my party have fully and finally vacated the Facilities; and iii) My contract period at the Facilities has ended; and iv) I have surrendered care and control of the Facilities to an authorized **BBL** representative; and v) that **BBL** representative has expressly accepted full care and control for the Facilities from me..
4. I acknowledge that **BBL**'s insurance policy, if any, does not cover (or incompletely covers) the risks, liabilities, or losses directly or indirectly with my stay or use of the Facilities, nor the activities directly or indirectly associated with hunting.

5. I acknowledge and agree that none of the Releasees ("Releasees" herein defined as jointly and severally including Glenn Black; **BBL**; and **BBL**'s Directors, Officers, owners, employees, representatives, agents, sub-contractors, and suppliers), nor anyone else have provided me nor implied any significant fact or thing upon which I rely; except as expressly included in the written terms of the contract and this Waiver; and without reducing the generality of the foregoing, this non-reliance by me includes (but is not limited to) any verbal or written information, warranty, promises, assurance, claims of fitness for my intended use, or advice I may have received in any other way.
6. I agree that: i) **BBL** has made (to the best of **BBL**'s knowledge, ability, and belief) a full, reasonable, prudent, and effective disclosure (with utmost good faith by **BBL** which is incontestable by me) of the major known risks; and the potential for other risks (improbable, minor, unknown, or unknowable); and ii) the application process and my Application are reasonable, sufficient, and prudent for ensuring a safe event, and otherwise; and iii) the envisioned goods and services to be provided under my Application and any resulting contract are not essential services nor necessities of life, and other competitive sources of supply exist, but I have chosen and prefer the ones offered by **BBL** by means of my Application and these terms & conditions; and iv) I have determined for and by myself that **BBL**'s Facilities are suitable for my purposes, and v) I have made no reliance upon any facts, collateral, trust, good faith, duty, surety, warranties, commitments, assurances, guarantees, nor other conditions except for those expressly written in this Waiver and any written contract; and vi) I make no reliance upon any other conversations, statements, literature, or materials made by any other party nor legal entity.
7. I understand and agree that the Releasees, other attendees, and visitors connected to the Facilities and surrounding area, area residents, and third parties (all of whom are hereinafter jointly and severally referred to as "Stakeholders") are relying upon: i) my utmost good faith disclosures to **BBL** in my Application; and ii) the accuracy and completeness of my Application; and iii) my bona fide execution of this Waiver; so as to accurately assess my suitability to: contract with **BBL**; or attend and participate in these envisioned activities; or determine and limit the associated risks; and to share the risks, costs, and liabilities as defined in my Application and this Waiver while the Facilities are under the care or control of me and others. Secondly, I acknowledge that **BBL** will look to me for primary indemnification of all its losses, and secondly to any other insurance policies that may exist. Thirdly, any insurance company may seek restitution from me for any claim they may have to pay out due to adverse events that occur during when I have care or control of the Facilities.
8. Except for the specific risks expressly identified and exempted in Clause 24 below, I hereby assume full and sole responsibility and liability for any and all risks, losses, liabilities, costs, and other untoward events which occur during the time that the Facilities are in my sole or joint care or control. I hereby assume full and sole responsibility and liability (or joint and several, as the case maybe) for monitoring and protecting myself and all other persons and property from all risks during the period that I have joint or total care or control of the Facilities. I acknowledge that one or more of the Stakeholders may suffer severe consequences, property damage, injury, death, or other loss if the information I supply in my Application is false, incomplete, or misleading; and I acknowledge that if I breach my duty of utmost good faith disclosure, the assessment of my Application and **BBL**'s resulting decisions, statements, actions, or inactions may be inappropriate, inaccurate, unduly risky, mis-leading, or incomplete. Therefore I hereby warrant, for the benefit of any or all of the Stakeholders, that: a. I have adequate theoretical and practical education, training, and experience for the envisioned or possible activities that will occur; b. I will never cause unsafe conditions (by act or omission); that I will have all the required permits, licenses, & approvals for the type(s) of possible or envisioned activities that I will be participating in; c. I have received a copy, carefully and completely read the rules, and fully understand the **BBL** Camp Rules, and agree to abide by all their provisions at all time, and under all circumstances; d. In my Application I have, in utmost good faith, made my best possible effort to provide full, complete, comprehensive, accurate, and all necessary information which **BBL** may need to fully understand, describe, and quantify all the risks and situations directly or indirectly associated with me, my Application, my requested attendance and participation in the planned or possible activities, and the use of the Facilities; e. I acknowledge my duty, and accept full responsibility for doing due diligence with respect to: i) my Application; ii) the providing of information in my Application and otherwise; iii) **BBL**; iv) the conditions, limitations, and risks at the Facilities. I agree that neither **BBL**, nor the Releasees, nor any third party are able to adequately protect me from any of the risks associated with the Facilities; v) the envisioned and possible goods and services to be supplied under my Application and any resulting contract(s); and vi) the need and amount of disability, accident, medical, liability, life, and other forms of insurance on my life, property, and any of my acts, negligence, or omissions. I have adequately, prudently, reasonably, comprehensively, and fairly performed and verified the effectiveness of this due diligence; and made adequate inquiries and satisfied myself as to the probable risks; and the potential for unstated, implied, unknown, or unknowable risks; and have become adequately aware of the situations, requirements, limitations, and constraints at **BBL**. It is therefore in spite of, and in some cases because of, the above factors and these inherent or created risks that I have made my Application to **BBL** and requested to be included in these activities.
9. I hereby give my consent and permission to **BBL**, that **BBL** and any of its agents from time to time may verify any and all information in or related to my Application. **BBL** may verify, approve, or reject my Application as **BBL** feels is warranted, in **BBL**'s sole opinion; without the need to provide me nor others with **BBL**'s reasons nor justifications. If my Application is subsequently rejected by **BBL** in writing, then my Application shall immediately become null and void.
10. I agree that the sole contract, guarantee, covenant, warranty, and features that **BBL** will contract to provide me under any resulting contract(s), and upon which I may rely, are as follows: i) the features and services expressly described as being available in **BBL**'s written sales literature directly. Without restricting the generality of the foregoing, this assumption of risk and liability includes: a) Any and all loss, damage, disappearance, necessary repair, replacement, lost income, lost financial opportunity, missing article, expense incurred, or other costs or

liabilities directly or indirectly connected with my Application, some or all of which I have chosen and requested via my Application to be included in any subsequent or resulting contract, subject to **BBL**'s acceptance of my requested choices; and ii) subject to every and all of the other terms and conditions herein and as described in **BBL**'s written sales literature, Glenn Black, **BBL**, and **BBL** staff will make a reasonable effort to provide me with a safe and enjoyable activity.

11. Except as expressly defined, exempted, and permitted in either my Application, this Waiver, or any resulting contract resulting therefrom, I hereby irrevocably and fully waive any and all claims, rights, or other legal remedies that I may have previously had, or currently have, or may in the future have against one or more of the Releasees; whether or not my claims, legal rights, or remedies arise from bylaw, statute, regulations, common law, case law, tort, legal duty, equity, foreign law, international law, treaty, natural justice, or under any other legal theory or remedy.
12. Except as expressly defined, exempted, and permitted in writing in either my Application, this Waiver, or any resulting contract, my Application and any contract resulting therefrom, my assumption of risk, my covenants, my warranties, my releases, and my waivers may all be used as a full and perfect legal defense by any or all of the Releasees against any claim, liability, right, duty, application, suit, motion, or other legal, judicial, quasi-judicial, or regulatory proceeding based, in whole or part, either directly or indirectly, upon my Application, this Waiver, or any subsequent or resulting contract, duty, or other alleged responsibility by the Releasees; whether or not the claim, legal, or other proceeding has already been commenced or may subsequently be commenced by one or more of the following: myself; and/or my legal representative; and/or by other third party or parties who commence or continue on my behalf; and/or by other third parties who claim or commence or continue legal proceedings on behalf of themselves or others.
13. Except as expressly defined, exempted, and permitted in writing in either my Application, or this Waiver, or any resulting contract, I agree not to start, nor file, nor make, nor attempt to enforce (nor directly or indirectly assist by action or inaction any other party to do so), any complaint, lawsuit, application to the courts, demand, claim for restitution, charge, lien, mortgage, legal proceeding or other encumbrance against the Releasees, nor their real or personal property, assets, fixtures, chose in action, or other things owned, leased, or used by Glenn Black, nor **BBL**, nor the other Releasees.
14. Except as expressly defined, exempted, and permitted in writing in my Application, this Waiver, or any resulting contract, I hereby agree to finally, irrevocably, and fully release the Releasees from any and all, past or future, of the following: claims, liability, loss, restitution, damage, injury, bailment, fiduciary duty, trust and trusteeship, negligence, tort, breach of contract, delay, expense, or any other liability or duty under any and all legal theories; for any and all events that I or my property may directly or indirectly suffer, or may in the future suffer, or that my next of kin or others may directly or indirectly suffer, as a result of any or all of the following: my Application or any resulting contract or duty involving the Releasees; or my use, mis-use, non-use, or my presence in or on the Facilities; or due to any cause whatsoever, including negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care on the part of one or more of the Releasees, or in any other direct or indirect connection with the Facilities.
15. I agree to hold the Releasees harmless; and I will promptly and vigorously assist and defend the Releasees from any and all complaints, charges, claims, legal proceedings, hearings, and other legal, quasi-judicial, or regulatory processes directly or indirectly associated with one or more of the following: my Application; this Waiver; any occurrences at, on, in proximity to the Facilities; and any resulting contracts between **BBL** and either myself or other attendees to the planned events.
16. I hereby assure and insure the Releasees; and will promptly indemnify the Releasees from any and all demands, expenses incurred, claims, court and other costs, legal fees, liability for damage to the property or personal injury of myself or any third party, restitution, tort, or damages to which the Releasees may be subjected or have had claimed against them, or judgements awarded against the Releasees; either prior or subsequent to my Application; provided that the damages, costs, claims, or expenses were directly or indirectly caused or otherwise arise from one or more of the following: i) my Application; or ii) any contract, act, or omission related, caused, or derived from my Application or any resulting contract(s); or iii) one or more of my actions, or my inactions; or iv) my use, or lack of use, or presence on, or my presence in, or my presence in proximity to the Facilities.
17. I agree that **BBL** shall not be responsible for any loss, damage, or injury (whether physical, emotional, mental, or to property); which result from any cancellation, delay, substitution, or deficiency of quality for goods, equipment, or service; nor any act, omission, negligence, or commission of any party other than **BBL** which supplies any of the goods, services, equipment, or accommodations directly or indirectly related to my Application or any resulting contract(s); nor for the actions or inactions of any third party's Directors, Officers, agents, servants, employees, or subcontractors; nor for any claims for such loss, damage, or injury, whether physical, emotional, or mental arising thereof; nor from any cause that arises by reason of actions or inactions of parties other than **BBL**.
18. Except as expressly allowed in this Waiver, I agree that in no case does **BBL** assume the risk nor is **BBL** liable for direct, indirect, incidental, consequential, special, exemplary, punitive damages or claims; including, without limiting the foregoing, to my loss of income or profit, loss of opportunity, loss of use or enjoyment, damages, expenses, legal fees, and other costs; even if **BBL** has been previously advised of the possibility of such claims or damages.

19. Notwithstanding and exempt from the waiver, defense, indemnifications, prohibitions, and releases in the above Clauses 8, 9, 10, and 11 are the following three sub-clauses (a., b., and c.): a. If **BBL** rejects my Application, the sole claim I shall have and am hereby permitted is for prompt and full return of any monies I had paid on deposit, without deduction nor penalty; b. If **BBL** defaults in providing me with any or all of the contracted services or other deliverables that were to be provided directly by **BBL**, the sole claim I shall have and am hereby permitted will be either: i) a refund of the monies paid by me for which no service was received by me, due directly from a breach of contract by **BBL**; or ii) a liquidated, total, aggregate claim equal to the total monies I paid; whichever is less; c. If all or part of my Application, this Waiver, or any resulting contract are declared void, voidable, or frustrated, then the sole claim I shall have and am hereby permitted is against **BBL** for the portion of the total fee I paid which is directly related to the void, voidable, or frustrated portion of my Application or the resulting contract(s).
20. I agree, except for normal wear and tear, to be fully legally and financially responsible (both jointly and severally) for the full cost of: a) Any and all loss, damage, disappearance, injury, tort, negligence, or damage that I directly, indirectly, or partially cause or contributed to with regards to one or more of the following: **BBL**; and/or the Facilities, and/or the Releasees or their property, and/or the other attendees and their property attending the planned events; and/or any third party or their property. For any or all of the aforesaid which are suffered by one or more of the Releasees, I will immediately reimburse **BBL** for one of the following: the liquidated damages claimed by them, or their loss, or cost of repair, or the cost of replacement; as **BBL** decides and requests.
21. I agree that I am not permitted to sub-contract, nor assign any contracts, this Waiver, or other agreement that I have or may come to have with **BBL**.
22. I agree that from the time I have been given care and control or access to the Facilities (whether sole or joint); and during my contracted period at the Facilities; as well as until I have left and vacated the Facilities and returned care and control of the Facilities to **BBL** or its authorized agent, I will not permit any other persons (said other persons hereinafter called "Trespassers") other than those whom I fully and expressly declared on my Application and to **BBL** in writing; to join me at the Facilities, nor enter onto the Facilities, nor visit the Facilities; and I will make every reasonable effort to ensure that potential Trespassers fully and completely understand that they are not permitted on the Facilities, and will ensure that potential Trespassers do not enter upon the Facilities without my knowledge or permission, and if I suspect that Trespasser are on or planning to enter the Facilities, I will take every reasonable step to prevent them from doing so, or to immediately notify the civil authorities so as to have them immediately and legally removed from the Facilities. If, in spite of the above restriction, I passively, actively, directly, indirectly or inadvertently cause, permit, acquiesce, encourage, or contribute towards having Trespassers on the Facilities by my act or omission, then: a. As a first charge on my assets, I agree to fully indemnify **BBL** and the Releasees and save them harmless for any damages, losses, or liabilities that any or all of the Trespassers may cause, or probably caused, or directly or indirectly contributed to; b. As a secondary charge on my assets, I agree to indemnify the Trespassers for any and all losses, damages, or other torts that the Trespassers may have suffered, including but not limited to the following: necessary repair, replacement, lost income, lost financial opportunity, missing article, expense incurred, or other costs or liabilities directly or indirectly connected to the Facilities or their trespassing; c. **BBL** and the Releasees may use my aforesaid indemnification as a perfect legal defense against any and all claims, liability, responsibility, or judgements by the Trespassers or other third party making claim against **BBL** or the Releasees which are incurred by **BBL** from Trespassers, no matter who or how it was caused or occurred; and d) As a fourth priority charge against my assets, I will indemnify any and all damages, injuries, mental or physical trauma, losses, and liabilities associated with persons (including minors), lost income or opportunity, liabilities, torts, liquidated claims, loss of life, disability (both permanent and temporary), or other losses to the property of all persons (including minors) who are in proximity to, or are adversely affected by my actions or inactions, or are adversely affected, either directly or indirectly, by the actions or inactions of the Trespassers.
23. Except as otherwise expressly exempted in writing herein, I am solely (or jointly and severally with the other signatories to a similar Waiver, as the case maybe) responsible for losses or damages suffered by **BBL**, or the Facilities, or the Releasees, or the Stakeholders, no matter by whom or how it was caused or occurred; as well as responsible and liable for any and all risks, losses, liability, injuries, costs, or other adverse events that are caused by and/or suffered by all those (including minors) who are on, in, use, visit, or benefit from the Facilities while I am in care or control of the Facilities.
24. Notwithstanding the sole responsibility and liability of the Applicant under Clause 3, the Applicant is exempt from responsibility and liability for the following risks: a) Normal wear and tear; and b) Provided that the Applicant: i) did not directly or indirectly, by neither action nor inaction, cause, contribute, acquiesce, nor permit one or more risks or the resulting losses or damages from occurring; **and** ii) took all reasonable steps under the circumstances to avoid, minimize, and mitigate the risk(s), losses, and damages; **then** the Applicant is not responsible for the following specific risks: Acts of God (eg. naturally occurring storms, high winds, floods, forest fires, etc.); vandalism or criminal acts to the Facilities by criminal trespassers who are strangers and at arm's length to the Applicant; and accidents by ships, planes, or other vehicles, provided they are at arm's length (ie. have neither direct nor indirect connection) to the Applicant, or the Applicant's actions, or inactions.

25. All of the my responsibilities, duties, waivers, releases, assurances, insurance, sureties, assumptions of risk, indemnifications, and covenants herein shall exist prior to, during, and after: i) my Application, and any or all resulting contract(s); and ii) any fiduciary relationships between myself and some or all of the Releasees have ended. Therefore all of the aforesaid shall survive and continue after my Application and the completion of the contemplated transaction(s) or contract(s) between me and **BBL**.
26. I hereby request and agree that my Application, this Waiver, and any , prior, or subsequent contract(s) with **BBL**, in the event of my death or my incapacity (mental, emotional, or physical) and at all other times, shall be effective and binding upon my heir(s), guardian(s), attorney(s), estate(s), trust(s), trustee(s), personal representative(s), committee(s), next of kin, spouse, life or business partner(s) or associate(s), children, parent(s), other relative(s), executor(s), administrator(s), and assign(s). I hereby irrevocably instruct any and all of the aforesaid persons to honor, act in accordance with, and to be otherwise irrevocably bound by the terms and conditions of my Application, this Waiver, and all prior or resulting contracts with **BBL**.
27. For the purposes of determining legal jurisdiction and other purposes, I agree that my Application, this Waiver, and all prior or subsequent contracts, regardless of where my Application, or any prior, or subsequent contract may have been made, executed, offered, counter-offered, or accepted; will be: i) Deemed to have been entered into at London, ON Canada; and ii) Deemed to have had all goods and services provided and delivered to me in London ON Canada; and iii) Interpreted, and subject to the system of laws in effect at London, Ontario, Canada iv) Exempt from any and all international laws, treaties, regulations, standard terms & conditions, or other laws or rulings of all other jurisdictions that impose more stringent responsibilities , duties, risks, or liabilities on **BBL**, or allegedly exempt the Applicant from one or more of the duties, terms, liabilities, responsibilities, waivers, or covenants in the Waiver, contract, or other agreement between the Applicant and **BBL**. Any and all legal proceedings for any dispute between the parties shall be exclusively commenced, filed, heard, continued, and completed only through the courts located in London ON Canada; or with **BBL**'s prior written and express permission, in any other jurisdiction or court of competency. If **BBL** is determined to have ceased to exist prior to or subsequent to the signing of this Waiver, then Glenn Black will be deemed to be the substituted party on behalf of **BBL**, and will automatically assume all responsibilities and benefits of this Waiver and any contracts between **BBL** and the Applicant.
28. If any portion, or the whole of one or more terms or conditions of my Application, this Waiver, or any resulting contract are declared void, voidable, unreasonable, unconscionable, against public policy, illegal, unenforceable, or otherwise of no effect; then the offending word(s), clause(s), term(s), or condition(s) shall be automatically interpreted, modified, substituted, or if absolutely necessary, deleted; so as to make the modified part and the remaining portion of the overall document binding and enforceable while minimizing the change and effect on the meaning, purpose, scope, effect, rigor, comprehensiveness, and interpretation of the original, offending portion; and the overall resulting document.
29. Where there is an implied or express conflict or contradiction between one or more written documents, then any written, express agreement between the parties signed subsequent to **BBL**'s Acceptance shall take precedence, then the terms & conditions of **BBL**'s written acceptance, then this Waiver, then the Application, then **BBL**'s sales and marketing literature, then any implied terms and parole evidence. The terms and conditions in my Application or **BBL**'s Acceptance, any resulting, prior, or subsequent contract, and the Waiver can only be waived, terminated, or modified in writing; signed by both myself (the Applicant) and **BBL**'s authorized signing Officer, Glenn Black. Any alleged verbal agreements, whether past or future, are hereby denied, declared void, inadmissible, and of no effect. My Application can only be accepted by **BBL** in writing.
30. I agree, and request and instruct others to rely upon, any bona fide facsimile copy of my original Application or this Waiver which was signed by me, as well as all other facsimile copies of original documents connected or related hereto. Facsimile copies of any or all documents, this Waiver, contracts, and agreements between myself and **BBL** shall have equal weight and legal effect as the signed original of that document.
31. I agree that for each and every one of my cheques or payments that are non-negotiable, dishonored, or declared NSF, I will incur and promptly pay to **BBL** a charge of \$20 for each instance *plus* any and all additional bank charges paid or incurred by **BBL**. Any monies owed by me or debts incurred under my Application, this Waiver, any resulting, prior, or subsequent contract(s), or otherwise owed to **BBL**, will collect and incur interest at 15% per annum (0.041096% per day) for both pre- and post-judgement interest, calculated daily and compounded monthly until the principal and incurred interest are paid in full to **BBL**.
32. **I acknowledge that I have been advised to seek legal counsel prior to signing my Application, this Waiver, and all other legally binding documents between myself and BBL. I also acknowledge that I have had adequate time and opportunity to obtain legal counsel, and that I am signing this legal document on my own free will and with full understanding of its contents I understand and agree that when I sign this Waiver, there will be a binding legal contract between myself and BBL.**
33. I agree that if my Application is accepted and one or more contracts between **BBL** and myself results, and: i) I have inadvertently or intentionally omitted, or made an error, or mis-lead, or withheld, or falsified any information on my Application or failed to make a full and complete disclosure to **BBL** in upmost good faith of all risks associated with me, my Application, and my intended or possible uses and activities with the Facilities; and/or ii) At any time or from time to time I breach one or more of the terms or conditions of my Application,

BBL's Acceptance, this Waiver, or any resulting contract; and/or iii) I directly or indirectly cause, by act or omission, a serious breach or otherwise wantonly violate **BBL** Camp Rules; and/or iv) I violate any hunting or fishing law or regulation directly or indirectly related to the Facilities; and/or v) I repeatedly ignore or refuse to conform to any reasonable request made of me by **BBL** camp staff, or incite others to do so; and/or vi) I cause minor infractions or breaches of any of the aforesaid which are of a repetitive, or cumulative, or purposeful nature, or incite others to do so; then **BBL** may, at **BBL**'s sole discretion, take actions to resolve, constrain, prevent, remedy, or solve the situation in an immediate and timely manner; said actions (without limiting the generality or scope of the foregoing, may include one or more of the following actions: a) Immediately cancel my reservation or the balance of my contract(s) or trip without refund; **AND/OR** b) Without prior notice nor warning, immediately and summarily eject me and/or ban me from the Facilities; **AND/OR** c) Cause me to forfeit any and all monies paid to **BBL** on my behalf and void all current and future rights or privileges at the Facilities; **AND/OR** d) Decide that any sums owed by me shall become immediately due and payable, and I will immediately pay in full; **AND/OR** e) Claim against me, and I will immediately pay, all reasonable additional costs or damages incurred by **BBL**. I agree to indemnify and promptly pay **BBL** any reasonable, additional costs or liabilities **BBL** incurs due to any of the aforesaid infractions by me, and/or **BBL**'s reactions thereto.

Signed at _____ on the _____ Day of _____, _____
 City, Prov/State Day of month Month Year

 Applicant's Signature

*** End of Waiver ***

Declaration of Witness

I, _____,
Witness' Full Name (Please print clearly)

hereinafter referred to as "Witness", "I", "me", and "my"), assume the role of witness to the signature of the person who signed the above Waiver (said person hereinafter referred to as "Applicant"), and my Declaration of Witness is attached to and refers to the aforesaid Waiver; and I therefore state and truly believe the following statements by me to be true, accurate, complete, and not mis-leading:

1. I personally saw the Applicant sign the Waiver.
2. I had sufficient opportunity to observe the Applicant who signed the Waiver, and based on the Applicant's statements (if any), and my personal observations of the Applicant, I am fully convinced and truly believe that:
 - a. The Applicant was actually the person they purport to be;
 - b. The Applicant was above the age of majority;
 - c. The Applicant was mentally competent, and was not under the influence of drugs, alcohol, other substances, or a medical condition that would noticeably impair the Applicant's responsibility, reasoning, or judgement;
 - d. The Applicant was aware of the contractual and legal nature of the Waiver that they signed; and
 - e. The Applicant was not under any duress or undue influence to sign the Waiver.

Signed at _____ on the _____ Day of _____, _____
City, Prov/State Day of month Month Year

Signature of Witness

Witness' Full Name (please PRINT clearly): _____

Street Address _____

City _____ Prov/State _____

Postal Code _____ e-mail _____

Phone _____ Fax _____

*** End of Witness' Declaration ***