

SCHEDULE C

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR ALL ATTENDEES

(the "**Agreement**")

BETWEEN:

The Undersigned

and

Campfire Circle; Camp Hollyburn (1986) Limited

(collectively the "**Corporation**")

This document includes a waiver and release of liability and must be read, understood, and agreed to in its entirety. By agreeing to this document, you represent and warrant that you are 18 years of age or over and are the parent and/or legal guardian of all individuals under 18 years of age who are or who will be visiting Campfire Circle premises.

In contemplation of the duration of the Attendee's visit to Campfire Circle properties located at 4256 Highway 141, Rosseau, ON P0C 1J0 and/or 464-468 Bathurst Street, Toronto, ON M5T 2S6 and/or 209-211 and 431-433 Thompson Road West, Waterford, ON (Rainbow Lake) and/or 16057 Loyalist Parkway, Bloomfield, ON (OUR Island); Camp Robin Hood, located at 10243 Reesor Rd, Markham, ON L6B 1A8; The Element, located at 425 Marché Way #201, Ottawa, ON K1S 5J3; and Camp Woodeden, located at 2311 Oxford St W, London, ON N6K 4P1 (collectively "**the Camp**")

TERMS AND CONDITIONS

IN CONSIDERATION of the Corporation permitting the Attendee, including campers, parents, guardians, healthcare professionals, corporate groups, rental groups, all volunteers, and all staff, to access the Camp and its amenities, as well as amenities elsewhere at which it may facilitate activities, including but not limited to lakes, rivers, pools, hiking trails, cross country skiing trails, vehicle trails/roads, ropes courses, giant swing, climbing tower, archery course, pottery studio, rock climbing wall, campfires, campgrounds, sports/games fields, rinks, parks, amusement parks, sports facilities, zoos, museums, cottages, and lodges (collectively, the "**Amenities**"), the Attendee hereby:

1. ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my and/or my child's use and enjoyment of the Amenities may involve participation in potentially dangerous and hazardous activities, some of which may take place away from the Camp, including but not limited to, swimming, wading, tubing, wakeboarding, waterskiing, climbing, carabining, traversing ropes/obstacle courses, woodworking, using power tools, archery, walking, running, dancing, gymnastics, canoeing, kayaking, sailing, paddle boarding, riding motorized watercraft, fishing, dogsledding, skating, cross country skiing, snowshoeing, riding tractors/Gators, riding trucks/busses/other motor vehicles which may not be owned or operated by the Corporation, hiking, mountain biking, playing games or sports, cooking, and consumption of food and beverage (collectively, the "**Camp Activities**");

1. I understand: _____

2. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my and/or my child's use and enjoyment of the Amenities may not be supervised at all times, and that there are inherent risks of personal injury, death, or property loss in the Camp Activities, which include, but are not limited to, falling,

tripping, slipping, loss of balance, burning, negligence of other Attendees, equipment failure, fractures, loss of limb, spinal cord injury, paralysis, concussion, brain injury, vertigo, loss of consciousness, over exertion, fatigue, cardiac arrest, lacerations, soft-tissue injury, sprains, strains and tears of the muscles and ligaments, and the transmission or contraction of a contagious or infectious disease, and that bodily injury to my person may further result in chronic pain and/or mental impairments that include, but are not limited to, loss of mental acuity and executive function, cognitive deficit, emotional issues, depression, anxiety and post-traumatic stress;

2. I understand: _____

3. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the lakes, rivers, and pools may not be supervised by a lifeguard, and that there are additional risks of personal injury, death or property loss inherent in the Camp Activities which involve use of the lakes, rivers, and pools, which risks include, but are not limited to, loss of consciousness, drowning, choking, water inhalation, and loss of oxygen to the brain (hypoxia), which can result in serious brain injuries, including but not limited to, neurological damage, loss of consciousness, paralysis, loss of mental acuity and executive function, cognitive deficit, loss of speech and motor skill functioning, chronic pain, and death;

3. I understand: _____

4. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my and/or my child's participation in any of the Camp Activities may inherently increase the risk that I contract or transmit an infectious and contagious disease, including but not limited to the novel Covid-19 Coronavirus ("Covid-19"). The Corporation is taking prudent steps to implement appropriate safety protocols at the Camp, however the Corporation cannot assure me that I will not contract or transmit Covid-19, and I am voluntarily accepting this risk;

4. I understand: _____

5. FURTHER AGREES and DECLARES that I and/or my child will conform to any and all directives, recommendations, orders, or protocols given by any local government or health authority, or which may be implemented by the Corporation, in relation to Covid-19 safety (collectively, "**the Protocols**"), for the entire duration of my attendance at the Camp. I also AGREE that I will not enter the Camp under any circumstances if I feel unwell, have a fever, exhibit a cough, am experiencing any other similar symptoms associated with Covid-19, have any reason to believe that I may be infected with Covid-19, or if I have tested positive for the Covid-19 virus;

5. I understand: _____

6. FURTHER ACKNOWLEDGES and AGREES that the Corporation is unable at all times to monitor or supervise my behaviour or the behaviour of other Attendees while at the Camp, nor is the Corporation able to ensure that I or other Attendees comply with the Protocols;

6. I understand: _____

7. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that consuming or being under the influence of illegal narcotics is absolutely prohibited at the Camp, and that consuming or being under the influence of alcohol, illegal narcotics, or cannabis while participating in any of the Camp Activities is prohibited and increases the likelihood of the risks, dangers, and injuries which are outlined in paragraphs two (2) and three (3) above;

7. I understand: _____

8. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that, if I and/or my child volunteers at the Camp, my volunteer work and use of the Amenities may involve participation in potentially dangerous and hazardous activities, including but not limited to painting, raking, shoveling, digging, carpentry, use of power tools, cutting grass, gardening, pressure washing, sweeping, lifting heavy objects, and other activities associated with maintaining the Camp (collectively, the "**Volunteer Activities**");

8. I understand: _____

9. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the Corporation WILL NOT BE LIABLE FOR any loss, damage, disease, expense or injury, including death, to the Attendee arising from participation in the Volunteer Activities. The Attendee further acknowledges that the Corporation does not endorse or take responsibility for supervising any Volunteer Activities;

9. I understand: _____

10. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my and/or my child's visit to the Camp and use of the Amenities may involve participation in dangerous and hazardous activities that may be arranged or recommended by the Corporation, but are facilitated, provided, or operated by third parties, including but not limited to dogsledding, water activities, sightseeing activities, and other recreational activities (collectively, the "**Third Party Activities**");

10. I understand: _____

11. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the Corporation WILL NOT BE LIABLE FOR any loss, damage, disease, expense or injury, including death, to the Attendee arising from participation in the Third Party Activities, whether or not the Corporation assisted or recommended the third party providers. The Attendee further acknowledges that the Corporation is not responsible for vetting any third party providers, and does not endorse or take responsibility for supervising any third party providers or any Third Party Activities;

11. I understand: _____

12. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the Camp, the Amenities, the Camp Activities, the Volunteer Activities, and the Third Party Activities could be located in a remote area which can be difficult to access for emergency services and medical personnel. This could increase the response time for emergencies, which in turn could increase the likelihood of or exacerbate the risks, dangers, and injuries which are outlined in paragraphs two (2) and three (3);

12. I understand: _____

13. ACCEPTS and VOLUNTARILY ASSUMES ALL RISKS, DANGERS AND HAZARDS, KNOWN OR UNKNOWN, caused by any means whatsoever, including, but not limited to participation in the Camp Activities, Volunteer Activities, or Third Party Activities; the negligence of other Attendees, third parties or guides; the negligence of the Corporation, their present or future directors, officers, shareholders, representatives, agents, employees, staff members, contractors, affiliates, associates, franchises, volunteers, joint venturers, or subsidiaries (collectively, the "**Released Parties**"), including the failure on their part to take reasonable steps to safeguard, warn or protect the Attendee from the risks, hazards and dangers of participating in any activity covered by this Agreement, including but not limited to the Camp Activities, Volunteer Activities, or Third Party Activities, or in any way otherwise related to the Attendee's visit to the Camp;

13. I understand: _____

14. In consideration of the Corporation permitting me and/or my child access to the Camp and the Amenities, as well as allowing me to participate in the Camp Activities, Volunteer Activities, and Third Party Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I HEREBY AGREE NOT TO CLAIM AGAINST OR SUE THE RELEASED PARTIES AND TO WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES**, for myself and my representatives, dependents, permitted assigns, heirs, executors, assigns, administrators, and next of kin, from any and all liability for any loss, damage, disease contraction/transmission, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of or in any way related to my attendance at the Camp, or participation in any of the Camp Activities, Volunteer Activities, or Third Party Activities, **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, R.S.O 1990, c.O2, ON THE PART OF THE RELEASED PARTIES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASED PARTIES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;**

14. I understand: _____

15. FURTHER AGREES that if, notwithstanding my execution of this Agreement, I, or anyone on my behalf, make(s) a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any indemnity, litigation expenses, fees, loss, liability, damage or costs, which any of the Released Parties may incur as a result of such claim;

15. I understand: _____

16. ACKNOWLEDGES that I have been informed of my right to obtain INDEPENDENT LEGAL ADVICE prior to signing this Agreement as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Agreement in exchange for being permitted access to and use of the Camp and the Amenities. I FURTHER ACKNOWLEDGE that by signing this Agreement I have either obtained independent legal advice or have WAIVED the right to obtain such independent legal advice and proceed fully understanding that I am GIVING UP THE LEGAL RIGHT TO SUE, even in the event of negligence or breach of contract on the part of any of the Released Parties, and any rights my dependents, heirs, assigns or beneficiaries may have to sue the Released Parties, resulting from injury to my person or my death;

16. I understand: _____

17. WARRANTS that I am not relying on the Corporation to carry or maintain any health, medical, disability, or any other insurance coverage for me and/or my child, and that I have considered the purchase of third-party medical and travel insurance for the purpose of insuring the risks assumed herein or otherwise, and that: (i) I and/or my child is physically capable of participating in the Camp Activities, Volunteer Activities, and Third Party Activities that I or they choose to participate in, and (ii) If, at any time, I believe that any conditions or equipment used during participation in any of the Camp Activities, Volunteer Activities, and Third Party Activities is unsafe, or if I am requested by any representative of the Corporation to discontinue participation, I will immediately discontinue participation in the Camp Activities, Volunteer Activities, and Third Party Activities;

17. I understand: _____

18. AGREES that if I and/or my child becomes ill or injured at the Camp, or during participation in the Camp Activities, Volunteer Activities, or the Third Party Activities, the Released Parties have my permission to provide first aid and/or medical treatment and/or to seek emergency medical or rescue services as it deems necessary, and at its exclusive discretion, and to provide information about my medical condition and history to third party caregivers.

18. I understand: _____

19. ACKNOWLEDGES and AGREES that my safety and the safety of any minor (under the age of 18) under my care or supervision remains my SOLE RESPONSIBILITY, and I WARRANT AND COVENANT that I WILL NOT LEAVE A MINOR under my care unattended at any time, and that I WILL ENSURE THAT ANY MINOR under my care who participates in any of the Camp Activities does so in a careful, prudent, and responsible manner;

19. I understand: _____

20. CONSENTS, to the use in perpetuity of my name, photograph, likeness and/or voice, or that of any minor under my care, in any promotional material, media or social media posting, including, but not limited to, Facebook, Instagram, and Twitter, without compensation, and in any future publicity carried out by the Corporation; and

20. I understand: _____

21. FURTHER AGREES that if, notwithstanding my execution of this Agreement, I, or anyone on my behalf make(s) a claim against the Corporation, I WILL INDEMNIFY, SAVE AND HOLD THE CORPORATION HARMLESS from any indemnity, litigation expenses, fees, loss, liability, damage or costs, which the Corporation may incur as a result of such claim;

21. I understand: _____

22. ACKNOWLEDGES THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND **THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY ACCEPTING THE TERMS OF THIS AGREEMENT, INCLUDING THE RIGHT TO SUE**, ACCEPTED IT FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

22. I understand: _____

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, AND UNDERSTAND THAT YOU ARE ACCEPTING LEGAL RESPONSIBILITIES, AND GIVING UP LEGAL RIGHTS.

Full Name of Parent/Legal Guardian:

Full Name of attendee(s) who will be attending Campfire Circle premises:

AGREEMENT IN FULL FORCE AND EFFECT FOR ENTIRETY OF VISIT TO THE CAMP