

**EMSDALE AGRICULTURAL SOCIETY
VENDOR WAIVER AND RELEASE AGREEMENT**

In consideration of being permitted to participate in the EMSDALE AGRICULTURAL SOCIETY FALL FAIR as a vendor on AUGUST 26, 2017, and run and/or operated by the Emsdale Agricultural Society, Box 328, Emsdale, Ontario P0A 1J0.

I _____ of _____,
_____, _____.

WAIVE, agents, assigns, legal representatives and successors, and all business associates and partners involved in the presentation of the above noted activity and each of them their owners, officers, employees, and volunteers from all liability for or by reason of any damage, loss or injury to person or property, even injury resulting in the death of the Releaser, which has been or may be sustained in consequence of the Releaser's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Emsdale Agricultural Society.

I hereby acknowledge and agree that I have carefully read this Waiver and Release Agreement, that I fully understand same, and that I am freely and voluntarily executing same.

By signing this release, I will be forever be prevented from suing or otherwise claiming against the Emsdale Agricultural Society for any property loss or personal injury that I may sustain while participating in or preparing for the above noted activity.

I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing the Waiver and Release Agreement.

I understand that I would not be permitted to participate in the above noted activity unless I signed this Waiver and Release Agreement.

I understand that this Waiver and Release Agreement is binding me, my spouse, my heirs, my executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity, and, if required, will obtain a medical examination and clearance.

This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the Province of Ontario, and it is acknowledged by the Releaser to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE EMSDALE AGRICULTURAL SOCIETY.

Signed this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVER

RELEASER:

WITNESS: _____ per: _____