

## RELEASE OF LIABILITY AND ASSUMPTION OF RISKS AGREEMENT

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE.  
READ CAREFULLY.**

**TO: HARMONY DEVELOPMENTS INC., OWNERS ASSOCIATION OF HARMONY, HARMONY ADVANCED WATER SYSTEMS CORPORATION,** and each of their respective affiliates, shareholders, directors, officers, employees, contractors and agents (collectively, the “**Releasees**”).

This Agreement shall apply to all activities provided or authorized by the Releasees, including but not limited to: swimming, scuba diving, stand up paddle boarding and the use of non-motorized boats such as, kayaking, and canoeing (collectively, the “**Activities**”) each and every time the undersigned or the minor Participants herein set forth participate in the Activities.

**IN CONSIDERATION FOR THE RELEASEES ALLOWING ME TO PARTICIPATE IN THE ACTIVITIES AND PERMITTING MY USE OF THEIR EQUIPMENT, I HEREBY AGREE:**

1. That I am a competent swimmer and/or certified diver or student diver under the control or supervision of a certified scuba instructor, and have no physical or medical conditions which could interfere with my safety in participating in the Activities. I acknowledge that I have been advised that it is required by law to wear a properly fitted approved life jacket at all times while in or on the water.
2. That I accept full responsibility for the proper use and care of the equipment, and expressly agree to pay for any damage which may occur during my use of the equipment.
3. That I am aware there may be significant and serious risks, dangers and hazards known and unknown, by participating in the Activities, which include, but are not limited to: falls or slips while disembarking from the stand up paddle board, or non-motorized boat; overturning of the stand up paddle board, or non-motorized boat; loss of balance while in or on the stand up paddle board, or non-motorized boat; slipping or falling from the stand up paddle board, or non-motorized boat; collisions with other non-motorized boats, boards, individuals or natural terrain; equipment failure; drowning; injury or death from falls or slips on or off docks; injury or death from floating structures; hypothermia due to exposure to cold water; air expansion injuries and decompression sickness while scuba diving, inclement weather conditions; and negligence of other persons and **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING THEREFROM EVEN IF CAUSED BY THE NEGLIGENCE OR ACTS OR OMISSIONS OF OTHER PERSONS INCLUDING THE RELEASEES.**
4. That I fully waive, discharge and release each of the Releasees from any and all (a) claims, including claims for contribution or indemnity, demands, actions, causes of action, complaints and rights that I may now or hereafter have or assert against any of the Releasees (b) injury, death, property damage, damages, loss, expenses, costs, and legal fees that I may have suffered or incurred whether before, during or after participating in the Activities and (c) liability of any of the Releasees to me, whether arising under statute or otherwise and whether arising as a result of negligence or gross negligence on the part of any of the Releasees or otherwise (collectively the “**Losses**”) in respect of, in any way relating to, arising in connection with or resulting from, directly or indirectly, my participation in the Activities and no matter how the Losses occurred or who caused the Losses.

In entering into this Agreement, I hereby state that I am not relying on any written or oral representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.



**I CONFIRM THAT I FULLY UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS SET OUT IN THIS AGREEMENT AND I SIGN IT VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY HEIRS, EXECUTORS OR ASSIGNS, AND MY LEGAL REPRESENTATIVES AND I AM AWARE THAT BY EXECUTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS OR ASSIGNS AND LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

This document shall be interpreted in accordance with the laws of the Province of Alberta. I agree that if any provision of this Agreement is held to be unenforceable, the part so unenforceable shall be severed from the remainder of this Agreement which shall remain in full force and effect.

	x	x
Date	Name of Participant (Print)	Signature of Participant (if not a minor)

***FOR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS UNDER 16 YEARS OF AGE AS OF THE DATE HEREOF - SIGN BELOW:***

I am the parent or guardian of the following minor Participant(s):

\_\_\_\_\_

\_\_\_\_\_

*(print minor Participant Name(s))*

I permit each of the minor Participants to observe and participate in the Activities and agree to the terms set out above on behalf of the minor and I hereby release and agree to indemnify and hold harmless the Releasees from any and all liabilities to the minor's involvement or participation as set out above, including any legal fees on a solicitor and own client basis.

	x	x
Date	Name of Parent/Guardian (Print)	Signature of Parent/Guardian on behalf of Minor

