

Guest Release and Waiver of Liability

July 2022

Attention: All Owners, Vendors, Providers and Participants within the community of Harmony

Reference:

Release, Waiver of Liability, Assumption of Risks and Waiver of Right to Sue, and Indemnity Agreement for **Guests of Members**

WARNING: IN THIS AGREEMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE 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, volunteers, contractors, agents, representatives, insurers, and assigns (collectively, the “**Releasees**”).

This Agreement shall apply to all activities (collectively, the “**Activities**”) engaged in by me and any of my family and guests (whether participation is active or as an observer) or engaged in by others that have an impact upon me, my family and/or my guests, which activities have been arranged or permitted by any of the Releasees and which may be upon property owned, controlled or managed by any of the Releasees, including, but not limited to, swimming, scuba diving, stand-up paddle boarding, use of non-motorized boats such as kayaks and canoes, use of scooters, skating, bicycling, skateboarding, walking, running and climbing.

IN CONSIDERATION OF ONE OR MORE OF THE RELEASEES ALLOWING ME AND/OR MY FAMILY AND/OR GUESTS TO ENGAGE IN THE ACTIVITIES AND/OR PERMITTING USE OF THEIR EQUIPMENT OR USE OF OR PRESENCE UPON THEIR PROPERTY, I HEREBY MAKE THE FOLLOWING AGREEMENTS AND REPRESENTATIONS:

1. I am aware that there may be significant and serious risks, dangers and hazards (known and unknown) associated with being engaged in or nearby Activities (examples of which are set forth in the Schedule attached and include, but are not limited to, drowning, slipping, falling or collisions, resulting in possible death, injury, illness, property damage, economic or other losses and expenses). I am also aware that I have the choice to not participate in any of the Activities or to be upon the property of the Releasees and to instruct my minor children not to participate in any of the Activities or to be upon the property of the Releasees. **ON BEHALF OF MYSELF AND ANY MINORS NOTED BELOW, I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF DEATH, INJURY, ILLNESS, PROPERTY DAMAGE AND ECONOMIC AND OTHER LOSSES ASSOCIATED WITH THE ACTIVITIES OR USE OF THE EQUIPMENT OR USING OR BEING ON THE PROPERTY OF ANY OF THE RELEASEES, NOW OR IN THE FUTURE, EVEN IF CAUSED BY THE NEGLIGENCE OR ACTS OR OMISSIONS OF OTHER PERSONS (INCLUDING ANY OF THE RELEASEES).**

2. **I FULLY WAIVE AND RELEASE EACH OF THE RELEASEES FROM ANY AND ALL LIABILITY**, 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, whether at law or in equity, whether arising under statute or otherwise, and whether arising as a result of negligence or gross negligence or breach of contract or breach of any statutory other duty of care owing under any occupiers liability legislation or otherwise on the part of any of the Releasees or otherwise in any way relating to, arising in connection with or resulting from, directly or indirectly, my participation in the Activities or use of the equipment or property of any of the Releasees or being on the property owned, controlled or managed by any of the Releasees, now or in the future, (collectively the “**Losses**”), including claims due to death, injury, illness, property damage, damages, losses, expenses, costs, and legal costs that I may have suffered or incurred whether before, during or after participating in the Activities, no matter how the Losses occurred or who caused the Losses. **I AGREE TO NOT SUE OR TO MAKE ANY CLAIM AGAINST ANY OF THE RELEASEES, AND I FOREVER RELEASE AND DISCHARGE THE RELEASEES FROM ANY LIABILITY FOR LOSSES, EVEN IF CAUSED BY THE NEGLIGENCE OR ACTS OR OMISSIONS OF OTHER PERSONS (INCLUDING ANY OF THE RELEASEES).**
3. **I HEREBY INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGEMENTS, SETTLEMENTS, INTEREST, AWARDS, COSTS (INCLUDING LEGAL COSTS ON A SOLICITOR AND CLIENT FULL INDEMNIFICATION BASIS), EXPENSES, PENALTIES, OR FINES OF WHATEVER KIND ALLEGED OR BROUGHT AGAINST ANY OF THE RELEASEES**, arising in connection with claims by, or death, injury, illness, property damage, losses, expenses, costs or expenses suffered or incurred by:
- a. third parties resulting from any Activities engaged in by me or any of my family and guests;
and/or
 - b. any of my family or guests who engaged in any Activities or who were upon any of the property owned, controlled, or managed by any of the Releasees.
4. I represent that neither I, nor any of the minors noted below, have any physical or medical conditions which could interfere with safely participating in the Activities. I acknowledge that I have been advised that it is a requirement by law to wear a properly fitted approved life jacket at all times while in or on a body of water such as a lake.
5. I accept full responsibility for the proper use and care of the equipment and property of the Releasees, and expressly agree to pay for any damage or loss which may occur during my or my family's or guests' use of the equipment or property of the Releasees.
6. This document shall be interpreted in accordance with the laws of the province of Alberta and any other laws applicable in the province of Alberta. Any claim or cause of action arising in connection with any Activities or the use of equipment or property or the presence upon property owned, controlled or managed by any of the Releasees shall only be brought in the courts of the province of Alberta, and I consent to the exclusive jurisdiction of such courts. 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.

7. This Agreement constitutes the whole agreement between me and the Releasees with respect to the matters contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such matters. This Agreement shall apply to all Activities, now or hereafter, engaged in by me, my family and/or guests and to my, my family and/or guests' presence upon or use of the property of any of the Releasees. In entering into this Agreement, I hereby state that **I AM NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS OR STATEMENTS MADE BY ANY OF THE RELEASEES** (which by definition includes any of their employees or representatives) with respect to the terms of this Agreement or the safety of the Activities, or use of the equipment or property of the Releasees except as to 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 THAT I SIGN IT VOLUNTARILY AFTER HAVING READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS AND I AM AWARE THAT BY EXECUTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES, INCLUDING MY RIGHT TO SUE OR CLAIM COMPENSATION FROM ANY OF THE RELEASEES.

Date

Full name of **Participant**
(Please Print)

Signature of **Participant**
(if not a minor)

Address of **Participant**

Phone

Email

Member Name

Member Address

FOR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS UNDER 18 YEARS OF AGE AS OF THE DATE HEREOF - PLEASE SIGN BELOW:

I am the parent or guardian of the following minor(s) - *Please print names below:*

I permit each of the above-named minor(s) to observe and participate in the Activities and to use the equipment and property of the Releasees and to be upon the property of the Releasees and agree to the terms set out above on behalf of the minor and I hereby agree to release and to indemnify and hold harmless the Releasees from any and all liabilities and expenses (including all legal costs on a solicitor and his own client basis) associated with the minor's involvement or participation in any of the Activities, now or in the future, incurred by any of the Releasees in connection with any claims made by me and others in respect of such minor's participation in any of the Activities.

Date

Name of Parent/Guardian
(Please Print)

Signature of
Parent/Guardian

SCHEDULE**Examples of Risks Associated with Activities**

Lake Use: drowning; 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; toxicity or poor quality of water; equipment failure; falls or slips on or off docks or natural terrain; falls 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.

Play Structures and Pathway System: falls or slips due to uneven terrain or water or ice or debris; falls from play structures, bicycles, scooters or skateboards; collisions with using play structures or other items or others while playing, bicycling, walking, running, skateboarding or using a scooter.

Adventure Park Use: slips or falls while climbing; falls, slips or collisions while skating, skateboarding, or playing; head injury due to failure to use a proper helmet (use of helmets being acknowledged as a recommend practice).

Sincerely,
Owners Association of Harmony