

SKILLS CANADA- ONTARIO

DISCLAIMER, WAIVER OF LIABILITY AND INDEMNITY

I, _____, (the "**Applicant**"), the lawful Parent/Guardian of
_____ (the "**Participant**") acknowledge that:

- (a) Skills Canada-Ontario ("**Skills Canada**") is a non-profit organization providing equipment, services and/or facilities for the use of its guests;
- (b) I wish the Participant to use Skills Canada facilities, equipment, the services of its employees and agents and transportation arranged by (the "**Skills Canada Facilities**");
- (c) The Skills Canada Facilities may be inherently dangerous.

NOW, THEREFORE, in consideration for the use of Skills Canada Facilities and the sum of One Dollar (\$1.00) paid by Skills Canada to the Applicant and Participant (the receipt and sufficiency whereof is hereby acknowledged), the Applicant, on behalf of himself/herself and the Participant, agrees:

- 1. to assume all risk of loss, including personal injury, death or loss of damage to property arising out of the use by the Participant of the Skills Canada Facilities or the conduct of Skills Canada, its directors, officers, members, employees or agents (individually or collectively the "**Group**") including the Group's negligence or gross negligence, and hereby releases the Group from all liability for such loss; except to the extent the Group is covered by a policy or policies of insurance in respect of such loss (which the Group may or may not have and the amount and terms of which are a the sole discretion of the Group);
- 2. to indemnify and save the Group harmless from any claim for loss damage, costs or expenses in excess of any applicable insurance coverage the Group may have, which claim the Applicant or Participant may make as a result of the use of Skills Canada Facilities by the Participant or the conduct of the Group;
- 3. that the undersigned has read this instrument and fully understands its contents and agrees that it shall be binding upon the Applicant, his/her heirs, executors, administrators successors or assigns and the Participant, his/her heirs, executors, administrators, successors or assigns; and
- 4. the undersigned hereby acknowledges that it has been advised to obtain independent legal advice with regard to this instrument and either has done so or has chosen not to do so.

DATED the _____ day of _____, 2008 at _____.

APPLICANT'S SIGNATURE