

# NOTICE TO USERS OF THE RESORT FACILITIES

## Assumption of Risk and WAIVER and Release of Claims

PLEASE READ CAREFULLY - These conditions will affect your legal rights.

“**Activities**” shall mean, without limitation, all activities in any way associated with or related to water sports, recreational vehicle camping, hiking, fishing and any recreational activities offered by Tunkwa Lake Resort Ltd, including training and instruction, as well as but not limited to use of play structures, picnic areas, fields, sports fields, beaches, lakes, man-made lakes, swimming pools, parks, trails, walking paths, roads, grounds and parking lots.

“**Property**” shall mean, without limitation, any premises, lands, buildings, facilities, play structures, fields, sports fields, beaches, lakes, man-made lakes, swimming pools, parks, trails, walking paths, roads, grounds and parking lots and equipment owned or leased by Tunkwa Lake Resort Ltd.

“**Resort User**” shall mean all adults, children or wards in the registered parties group.

In consideration of **Tunkwa Lake Resort Ltd.** allowing the **RESORT USER** onto its Property to use and enjoy the Property and to participate in Activities, the **RESORT USER** agrees as follows:

1. **The Resort User assumes and accepts, without limitation, all risks and dangers** associated with the **RESORT USER’S** use and enjoyment of the Property and participation in any of the Activities.
2. **The Resort User ASSUMES FULL RESPONSIBILITY** for understanding and following the rules and safe practices associated with the use and enjoyment of the Property, participation in any of the Activities, and for his or her own personal safety.
3. **The Resort User WAIVES ANY AND ALL CLAIMS** that he or she has or may have in the future against **Tunkwa Lake Resort Ltd.** and its parent, subsidiaries and affiliated entities and their respective directors, officers, employees, agents, volunteers, contractors and assigns arising from or connected, directly or indirectly, with the RESORT USER’S presence at, or use and enjoyment of the Property, and the RESORT USER’S presence at, or participation in, any of the Activities.
4. **The Resort user RELEASES Tunkwa Lake Resort Ltd.** from any and all liability for any loss, damage, physical injury, illness or expense that he or she may suffer or incur by reason of his or her presence at, or use and enjoyment of, the Property, and presence at, or participation in, any of the Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS’ LIABILITY LEGISLATION ON THE PART OF TUNKWA LAKE RESORT LTD., OR OTHER PARTICIPANTS, OR ANYONE ELSE.**

By signing below, I acknowledge that I have reviewed, understand and agree to all parts of the Code of Conduct and that I have reviewed and understand the Assumption of Risk and WAIVER and Release of Claims.

Signature:	
Name (Print):	
Date:	