

**Ruben on the River Inc.**  
**Participation Agreement and Waiver**

Name:

Address:

Trip Name:

Trip Date:

I, the undersigned, ("I", "you" or the "Participant") agree that I am voluntarily participating in a guided trip (the "Trip") provided by Ruben on the River Inc. ("we", "us", "Ruben on the River Inc.") on the above-noted date.

1. Assumption of all risks

I fully understand that I have a duty to exercise reasonable caution and care for my own safety while participating in the Trip and I agree to do so. I further understand that participation in the Trip can be hazardous and may include dangerous conditions, including but not limited to exposure to extreme weather conditions, ice and/or snow; walking and fishing on uneven ground and/or hills, slippery surfaces including rocks, and in proximity to bodies of water; using fishing gear including rods and tackle (including the "Gear" defined below); and interacting with fish. I fully understand that participation in the Trip may result in **BODILY INJURY, ILLNESS, DEATH OR LOSS** to myself, my property and to other third parties and their properties, which may be caused by my own actions, or inactions, those of other participants, or the negligence or misconduct of any of the "Releasees" named below. I knowingly and voluntarily fully accept and **ASSUME ALL SUCH RISKS**, and all responsibility for losses, costs, injuries, death and/or damages I, or any third party incurs as a result of my participation in the Trip, even if such injuries, death or property damage occurs in a manner that is not foreseeable at the time I sign this release or arises from the negligence or misconduct of any of the Releasees named below or other participants.

2. Use of gear

I fully understand that Ruben on the River Inc. may make certain fishing gear, including fishing rods, reels, tackle, waders and boots (the "Gear"), available for my use during the Trip. I understand and agree that I will exercise reasonable caution and care when using the Gear to avoid any damage thereto. I further understand and agree that I will assume responsibility for any damage to, or loss of, the Gear that occurs due to my own reckless use of the Gear or failing to heed instructions from my Trip guide. I acknowledge and agree that, in such circumstances, Ruben on the River Inc. reserves the right to recover the partial or full cost of the lost or damaged Gear from me at its sole discretion.

3. Indemnification provision

I hereby forever and irrevocably release, discharge, indemnify, defend and hold harmless Ruben on the River Inc., its affiliates, subsidiaries, officers, directors, managers, representatives, agents, employees, subcontractors, advertising and promotional agencies and successors and assigns (collectively, the "Releasees"), from and against any and all actions, causes of action, claims, judgements, settlements, costs, expenses, damages, losses, demands, or liabilities of whatever kind and nature, including but not limited to bodily injury, death, violation of any law, ordinance or regulation of any governmental authority or property damage (collectively, "Losses") arising from, or in any way connected to, the undersigned's participation in the Trip, including, but not limited to Losses caused or alleged to be caused by, in whole or in part, by the NEGLIGENCE of any Releasee, any OTHER PARTICIPANT or otherwise. Losses also include all costs, losses or expenses in connection therewith arising from, or by reason of, any property damage arising out of any accident or occurrence during, or in connection with, the Trip, including resulting from the action or inaction of any other participant, whether negligent or otherwise. I understand that I may hereafter discover claims, facts, matters and/or Losses in addition to or different from those that I now know or believe to be true with

respect to the Trip and the matters discussed herein. Nevertheless, I intend to fully and completely waive and release the Releasees from all such unknown claims, matters and Losses. I AGREE NOT TO SUE or bring any legal action against any Releasee or any party that could seek contribution and indemnity from any Releasee or cause any Releasee to be sued regarding any matter released herein.

#### 4. Certification

I certify that:

- A. I am:
  - i. 18 years of age or older; or
  - ii. between 14 and 18 years of age and have the consent of my parent or legal guardian to participate in the Trip;
- B. I am not aware of any medical condition, medication, or other circumstance that may impair my ability to participate in the Trip or that would make my participation in the Trip an undue risk to myself, other participants in the Trip, Releasees and/or any other person;
- C. Prior to participating in the Trip I have not consumed, and during the Trip I will not consume, any alcoholic beverages, cannabis or any other legal or illegal substances that may impair my ability to safely participate in the Trip.

#### 5. Medical treatment authorization

I hereby authorize medical treatment deemed necessary if I incur any injury or illness while participating in the Trip. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. Notwithstanding the foregoing, this instrument does not impose any obligation (beyond any applicable legal requirements) on any of the Releasees to act in the event of a medical emergency involving myself and I hereby WAIVE AND RELEASE the Releasees from any and all Losses of any kind whatsoever, whether caused by the Releasees' negligence or for any other reason, arising out of or in connection with any illness, bodily injuries or death to myself in any way related to Releasees' actions or failure to act in furtherance of this grant of permission to Releasees to obtain medical treatment on my behalf.

#### 6. General

I hereby forever and irrevocably waive any and all rights, if any, to rescind, limit or disaffirm this instrument. If any provision hereof is unenforceable, it shall be modified to the extent reasonably necessary to make the provision legal, valid and binding, and the remainder of this instrument shall remain enforceable to the full extent allowed by law. No statements regarding the effect of this instrument, not contained in this instrument, shall modify the terms hereof. I make these representations with the full understanding that the Releasees are relying on these representations. In any proceeding or other attempt to enforce, construe or to determine the validity of this instrument, the non-prevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable legal fees and costs. This Release shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to conflict of laws principles. Sole and exclusive jurisdiction and venue for any dispute concerning this Release shall be in Ontario, Canada, and I hereby submit to sole and exclusive personal jurisdiction of such courts for any such dispute and irrevocably waive any and all rights to object to such jurisdiction.

THE TRIP STAFF RESERVES THE RIGHT TO REFUSE OR DISQUALIFY ANY PARTICIPANTS DEMONSTRATING UNRULY OR INAPPROPRIATE BEHAVIOUR OR ANY IMPAIRMENT THAT MAY RESULT IN INJURY TO THEMSELVES OR OTHERS OR DAMAGE TO PROPERTY OR THAT FAIL TO FOLLOW THEIR INSTRUCTIONS. ANY PARTICIPANT WHO USES ANY ALCOHOLIC BEVERAGES, CANNABIS OR ANY OTHER LEGAL OR ILLEGAL SUBSTANCE THAT MAY IMPAIR THEIR ABILITY TO SAFELY PARTICIPATE IN THE TRIP WILL NOT BE PERMITTED TO PARTICIPATE. SUCH DETERMINATIONS OF REFUSAL SHALL BE AT THE SOLE DISCRETION

OF THE RUBEN ON THE RIVER INC. STAFF, WHOSE DECISIONS SHALL BE FINAL IN ALL RESPECTS. IN SUCH CIRCUMSTANCES, RUBEN ON THE RIVER INC. MAY REFUSE PARTICIPATION WITH NO OBLIGATION TO RESCHEDULE OR REFUND THE TRIP PURCHASE PRICE.

The terms and provisions of this instrument shall be binding upon the heirs, executors or administrators of the undersigned and anyone who obtains any rights from or through the undersigned. I acknowledge that I have read and fully understand all of the foregoing, I am responsible for my actions, and understand that I have given up substantial rights by signing this instrument and have signed it freely and without any inducement or assurance of any nature and intend it be a COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY to the greatest extent allowed by law. I acknowledge that I have been offered the opportunity not to participate in the Trip if I do not wish to execute this instrument.

\_\_\_\_\_  
Print Name    Signature    Date

*\*Complete the following if above Participant is under 18 years of age:*

I, the undersigned, warrant and represent that I am the parent or legal guardian of \_\_\_\_\_, a minor child, whose signature appears above. I duly authorize my minor child to participate in the Trip having read and fully understood all of the foregoing. I understand that I am signing this instrument on behalf of my minor child and, in doing so, I have given up substantial rights on their behalf without any inducement or assurance of any nature and intend it to be a COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY to the greatest extent allowed by law.

\_\_\_\_\_  
Parent/Guardian    Signature    Date  
Printed Name

\_\_\_\_\_  
Parent/Guardian Address

**Ruben on the River Inc.**  
**Media Use Release Agreement**

Name:  
Address:  
Trip Name:  
Trip Date:

I, the undersigned or my minor child (as applicable), am participating in a guided trip (the "Trip") provided by Ruben on the River Inc. and, for myself and my personal representatives, heirs, executors, administrators, successors and assigns, or those of my minor child (as applicable), hereby:

- a. grant permission to Ruben on the River Inc., its affiliates, subsidiaries, representatives, agents, employees, advertising and promotional agencies and successors and assigns (collectively, the "Releasees") the right to my name, voice, physical likeness (in any format, including photograph and video, whether taken/recorded by the Releasees or taken/recorded by me and provided to the Releasees) and personal opinions/statements expressed regarding the Trip and/or Ruben on the River Inc. and its services (the "Material");
- b. acknowledge and agree that I will not acquire or otherwise retain any copyright or other intellectual property or commercial rights, including moral rights to, or in, my Material;
- c. acknowledge and agree that the Material may be used by the Releasees as often and for as long as the Releasees consider appropriate in their sole and absolute discretion;
- d. acknowledge and agree that I will not receive any fee, royalty, or other compensation for the use of the Material by the Releasees;
- e. acknowledge and agree that the Releasees can use the Material, in whole or in part, without notice and further consent, in any media, including and without limitation, in broadcast (e.g. web), on social media, and in any form, such as the use of my image (photograph or video), voice, and/or written representations;
- f. waive any right inspect and/or approve the finished product or the advertising copy that may be used in connection therewith;
- g. acknowledge and agree that I am aware that only part of the Material may be used by the Releasees, and to that end, I confirm that each statement and representation in the Material is true, even if reproduced on its own and without reference to the entirety of the Material;
- h. understand and agree that I will not be given an opportunity to select whether the Material will be used in whole or in part, and where only used in part, I acknowledge and agree that I will not be given an opportunity to decide which part will be used; and
- i. release, forever discharge and agree to save harmless, the Releasees from any action, cause of action, or claims arising to date or in the future in which I may have by reason of any cause, matter or thing whatever existing or arising in connection with the use of the material.

I HEREBY CERTIFY THAT I HAVE READ CAREFULLY THIS MEDIA USE RELEASE AGREEMENT AND UNDERSTAND THE CONTENTS THEREOF AND THAT I HAVE EXECUTED THE SAME OF MY OWN FREE WILL.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*Complete the following if above Participant is under 18 years of age*

I, the undersigned, warrant and represent that I am the parent or legal guardian of \_\_\_\_\_, a minor child, whose signature appears above. I have read the above

release agreement and understand the contents thereof and I hereby grant my permission and consent to all of the foregoing on behalf of my minor child.

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Parent/Guardian  
Printed Name

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Signature

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Date

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Parent/Guardian Address