

To: Anaba Wines

Full Name:

Assumption of Risks

I am aware that participating in activities offered by or associated with Anaba Wines exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with Anaba Wines, I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from.

In addition to the forgoing I declare that I am in good health and have no medical conditions that could affect my participation in Paddle Tennis activities. I am aware that some activities may require vigorous physical effort and stamina. I accept the risks of any injury while engaging in any activity on the Paddle Tennis court.

Initial here:

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of Anaba Wines permitting me to participate in its activities, permitting me to use of its equipment and permitting me to use of its facilities, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against Anaba Wines and its directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "The Releases") and to release the releases' from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of, or my presence on, or outside of its facilities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the occupiers' liability act, R.S.O. 1990, C.O.2 on the part of the releases';
2. To hold harmless and indemnify the releases' from any and all liability, claims, actions, or damages without any limitation whatsoever, whether consisting of loss, property damage, death, or personal injury to me, my next of kin, or any third party, resulting from my use or presence, or that of my next of kin on the facilities and/or resulting from participation in any activities offered by or associated with Anaba Wines;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement shall be governed by and interpreted in accordance with the laws of California; and
5. Any litigation involving the parties to this Agreement shall be brought within California.

Initial here:

IN ENTERING INTO THIS AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENT MADE BY THE RELEASEES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT. I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Member's Name:

Member's Signature:

Date:

Parent/Guardian's Name (if <18):

Parent/Guardian's Signature:

Date:

This agreement must be completed in full, dated and witnessed before membership may be granted.