



# RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on the \_\_\_\_ day of \_\_\_\_\_, 2021, by:

\_\_\_\_\_ (print name, hereinafter collectively the "Registered Guest")

in favour of Durham Bridge RV Resort Ltd., its directors, officers, shareholders, staff, employees and agents (hereinafter collectively the "Resort").

In consideration of the Registered Guest, **their family and any other minors or campers in their care, their invitees and/or their guests** being permitted to use the Durham Bridge RV Resort campground, property and facilities, which include but are not limited to its outdoor swimming pool (temporarily closed), Clubhouse (temporarily closed), shower/washroom facility (temporarily closed) and river access (hereinafter collectively referred to as "the Campground"), the undersigned Registered Guest hereby freely, willfully and without duress executes this Release and Waiver of Liability under the following terms:

## WAIVER & RELEASE

The Registered Guest does hereby release and forever discharge and hold harmless the Resort and its successors and assigns from any and all liability and claims, demands, right of action, or actions, of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from this contractual relationship. The Registered Guest understands and acknowledges that the execution of this Release discharges and will discharge the Resort from any liability or claim that the Registered Guest, their family and any other minors or campers in their care, their invitees and/or their guests may have against the Resort with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may arise during the Registered Guest's stay at the Campground, including, without limiting the generality of the foregoing, accidents or injuries that may result on, in or from an addition being made, assembled or brought onto the property of the Campground by the Registered Guest.

The Registered Guest further agrees to hold harmless and indemnify the Resort from any legal matter, lawsuit or litigation arising from the use of the Campground.

## ASSUMPTION OF RISKS

The Registered Guest recognizes and understands that certain activities at the Resort may be inherently dangerous and hazardous, including but not limited to the following:

- (1) **Swimming in the outdoor pool, where there is no lifeguard on duty.**
- (2) **Weather conditions which may present a danger to campers.**
- (3) **Activities on or in the Nashwaak River.**
- (4) **Encounters with wildlife.**

The Registered Guest hereby expressly and specifically assumes the risk of injury or harm in these and all other situations and releases and discharges the Resort from all liability for any injury, illness, death, or property damage resulting from the activities of the Registered Guest, their family and any other minors or campers in their care, their invitees and/or their guests at the Resort.

Initials

**OTHER**

This agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick.

This Release shall be effective and binding on me, all adults listed above and minors listed below, as well as any other minors or campers in their care, their invitees and/or their guests, and our respective heirs, next-of-kin, executors, administrators, assigns and representatives.

The Registered Guest expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of New Brunswick. We agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof, which shall continue to be enforceable.

**I/We have fully informed ourselves of the contents of this Release by reading it before signing.** By signing this Release and Waiver of Liability Agreement I/we assume all responsibility for each member of my party listed on this waiver and any visitors we may have.

**The Registered Guest, their family and any other minors or campers in their care, their invitees and/or their guests hereby expressly agree to use of their images in social media and/or marketing.**

A request can be made in person or in writing to withdraw this consent.

In witness whereof, the Registered Guest has executed this Release on the day first written above.

\_\_\_\_\_  
**Signature of Registered Guest**

\_\_\_\_\_  
**Signature of Registered Guest**

In the presence of: \_\_\_\_\_  
**Witness as to all signatures**

Name: \_\_\_\_\_ Phone/Cell \_\_\_\_\_

I/We agree to read and abide by the Campground Rules as currently posted on [www.dbrv.ca](http://www.dbrv.ca). I/We also acknowledge our responsibility for informing all in our camping group to the campground of the rules and ensure they are adhered to.

Initials

- **I/We agree to NOT drink and drive any vehicle in the campground**
- **I/We agree to be respectful of other campers, visitors and staff in the campground**
- **I/We agree to the speed limit of 10 km/hr within the campground**
- **I/We agree to NOT set off fireworks of any kind, at any time**
- **I/We agree to NOT park along the river’s edge at any time**
- **I/We are responsible for ourselves & belongings**

Initials

## **Covid-19 Personal Protective Practices**

- **Maintain Physical Distance** (2M/6Ft) from other Campers NOT part of your REGISTERED GROUP.
- Visitors are limited, please discuss your plans for visitors at time of check in
- Do not enter another camper's site unless invited & there is sufficient room to maintain proper & effective Physical Distancing
- The use of community face masks is your choice while on campground property
- Frequent hand washing and regular cleaning/sanitizing of frequently touched surfaces on your RV and item in your campsite is strongly recommended
- You are encouraged to use the bathroom facilities in your RV to limit exposure
- Parents MUST ensure their children follow these safety measures
  - Children will need to be monitored to ensure they are not entering other RV sites without permission