

This is a legal document which will affect your legal rights once you sign. By signing this agreement, you will waive or give up certain legal rights, including the right to sue should you be injured or have an accident. Secondly you will be assuming responsibility and liability (both legal and financial) for a number of significant risks to: yourself, other persons, and the real and personal property of both Black's Bay Lodge ("BBL") and other individuals. BBL places great importance and emphasis on this document. It is very important that you read it thoroughly, and fully understand its entire content prior to signing.

I, _____
Applicant's Full Name _____
Date of Birth (Month, Day, Year)

Street Address

City Province Country Postal Code

Day Phone Evening Phone Fax E-mail

(hereinafter referred to as the "**Applicant**" or "**I**", or "**my**", or "**me**", or "**myself**"), having received full and sufficient consideration from Black's Bay Lodge (a sole proprietorship registered in the Province of Ontario, and hereinafter referred to as "**BBL**") through BBL's consideration of my completed BBL Rental Application ("**Application**") therefore I, the Applicant, irrevocably agree to provide my very best efforts at fulfilling my responsibilities and duties described herein, my assumption of Risks and legal liability, and grant the following waivers of liability, warranties, releases, covenants, assurances, insurance, and indemnifications; and I irrevocably assume the various duties of care, trusteeship, stewardships, and special relationships; and I do all of this for the benefit of BBL and others, in full knowledge that BBL and others are relying upon me under this agreement (hereinafter referred to as "**Waiver**") for my full, proper, and timely implementation of my assumed duties, assurances, assumption of risk, waiver of liability, and indemnification, and therefore I irrevocably agree as follows:

1. "**Facilities**" is defined as including, but not limited to, all of the following: Lot 7 Concession XVII Campbell Township, Manitoulin Island, Ontario, Canada; the flora, fauna, crops, trees, shrubs, forest, cottage, lodge, other buildings, trails, observation platforms, other facilities, land, vehicles, trailers, fixtures, chattels, and other related things at, on, next to, or related to the above real property. "**Releasees**" is defined as Glenn Black; and BBL; and BBL's Directors, Officers, owners, employees, representatives, agents, sub-contractors, and suppliers. "**Group**" is defined as including me and all other persons, if any, both adults and minors, whose names are written on my Application as being additional attendees at the Facilities during my contracted rental period. "**Sole**" refers to myself personally and all other members of my Group and all my principals on a joint and several basis. "**Applicant**", "**I**", "**my**", "**me**", and "**myself**" refer to me personally, as well as jointly and severally to all principals for whom I act in the Application (if any), and all members of my Group (if any). "**Documents**" are defined as all of the following: i) BBL's printed sales literature that I was supplied (if any); and ii) BBL's Rental Policy; and iii) my rental Application delivered to BBL; and iv) BBL's written acceptance of my rental Application; and v) this Waiver; and vi) BBL's Camp Rules, and vii) BBL's Internet website publically viewable at <http://www.blacksbay.com>.
2. I agree, irrevocably instruct BBL, warrant to BBL, and understand that BBL relies upon my assurances, that: a) I act as an irrevocable, bona fide, and authorized agent for all persons (both adults and minors, if any) who are members of my Group, and when I sign this Waiver, I simultaneously bind myself and all my principals (viz. all members of my Group) on a joint and several basis to this Waiver; b) I have only placed a person's name on my Application as an additional attendee (and thereby included them in my Group) after having received their explicit irrevocable permission (or for minors, I am authorized as, or by, the minor's custodial parent or legal Guardian), and therefore act as my principals' irrevocable agent for all matters between them and BBL, both now and in the future; c) As their authorized agent, I instruct and request BBL that I am the only avenue necessary for all documents, notices, statement of claim, and other communication (both written and verbal), both to and from BBL, for all members of my Group; d) I assume full and total responsibility for communicating all necessary documents or other information, both to and from all members of my Group, as well as to and from BBL; e) If BBL delivers any communication to me (either verbal or written), then it shall have the same force and effect as the delivery of that same communication to each and every one of my Group, and thereafter, that communication will be effective and binding on all members of my Group once it has been delivered to me; f) I, and all other members of my Group are jointly and severally responsible and liable under this Waiver and all other Documents.
3. I agree and warrant to BBL that neither BBL, nor the other Releasees, nor anyone else have neither provided me nor implied any significant fact or thing upon which I rely; except as was expressly disclosed to me in the Documents. Without reducing the generality of the foregoing, I have excluded from consideration and do not rely upon any other alleged or implied verbal or written information, warranties, promises, assurances, claims of fitness for my intended use, interpretations, or assumptions (whether reasonable or unreasonable), requests, orders, instructions, or advice I may have received (or may in the future receive) from BBL, and/or the other Releasees, and/or anyone else.
4. I agree that this Waiver is an integral part of all the other Documents; as well as any and all past, current, and future applications, proposals, offers, contracts, agreements, duty of care, trusts, fiduciary duties, and all other special relationships between myself, BBL, and all the other Releasees. This Waiver shall supercede and replace all previous agreements for the assumption of risk, waiver of liability, and indemnification between myself and BBL. All of the aforesaid Documents, offers, contracts and relationships are subject to, constrained by, limited by, receive the benefit of, and are defined by this Waiver.
5. I declare, agree, and warrant to BBL that I fully understand: a) There are significant risks to myself and all other persons who visit, are in proximity to, enter upon, use, benefit from, or reside at the Facilities; and these risks can result in a person (myself included) becoming lost, separated, or disappeared; injuries to myself and/or others up to and including severe permanent disability, or death; and/or damages or losses to the real and personal property of myself, other persons, BBL, or the other Releasees; b) These aforesaid risks include all the risks associated with an urban residence (including, but not limited to: slip & fall, vehicular accidents, crime, drowning, fire, poisoning, electrocution, etc.), plus the risks associated with a rural setting (including, but not limited to: Limited access and egress, ponds & rivers, poor proximity to emergency services, use of rural/farm standards rather than urban building standards, bylaws, regulations, etc.), plus the risks associated with a forested area (including, but not limited to: Dangerous flora or fauna, flies & mosquitos, lost in forest, forest fires, wild

- animals such as bear, deer, insect, mouse, porcupine, racoon, skunk, snake, and wolf; poisonous plants and animals, diseases, etc.), plus the risks associated with a remote, wild terrain (including, but not limited to: No phone, electricity, or other utilities, sharp sticks, traps, falling trees, and other normal and abnormal conditions); c) There is no or minimal lighting, demarcation, signage, or monitoring of the Facilities and/or these risks; d) Some or all parts of the Facilities may not meet all the current statutory, regulatory, or reasonable & prudent requirements; e) Some or all of these risks may not be known by myself or other persons; or are not fully communicated to me; or are not fully understood by myself or others; or cannot be partially or fully avoided, mitigated, reduced, or eliminated; or are unknown to reasonably prudent persons; or are unknown or unknowable under the circumstances; f) Neither BBL, nor any of the other Releasees, nor any third party are able to adequately protect me from any or all of the risks associated with the Facilities; g) There will be no BBL staff available at the Facilities during my contracted rental period, and I am expected to be self-reliant for the response to normal and abnormal events or conditions, as well as the safe & effective operation and troubleshooting of all systems and the Facilities; h) All of the aforesaid risks and all other untoward events are herein referred to as “Risks”; and i) In full knowledge that there are significant Risks, and in spite of these Risks, and in some ways because of these Risks, and because the Facilities are significantly different from my usual surroundings, I wish to proceed with my Application for the contracted rental period.
6. I agree the Facilities are deemed to be exclusively and totally in my care or control, and at my Sole risk and liability (defined as in my “Care or Control”), starting from whichever of these two following events (a or b) is first to occur: a) when I (or someone from my Group) first enter upon, use, or benefit from the Facilities; or b) the start of my contracted rental period. Regardless of when I vacate the Facilities, the Facilities are continuously and exclusively in my Care or Control, and at my Sole risk and liability until **all of the following 5 events (a through e) have occurred**: a) I or others have returned the Facilities to a fully and completely normal, stable, safe, orderly, clean, and reasonable condition; and b) I and all others in my Group have fully and finally vacated the Facilities, as well as all land and waters near the Facilities; and c) My contracted rental period at the Facilities has ended; and d) I have expressly surrendered further use, responsibility, and authority for the Facilities to an authorized BBL representative; and e) That same BBL representative has subsequently and expressly accepted and communicated to me their full and absolute acceptance of responsibility, authority, care, and control for the Facilities from me.
7. I agree, covenant, and warrant to BBL that I have Sole and total responsibility (and have a duty of care to BBL, the other Releasees, the members of my Group for whom I act as agent, and other persons, including minors) for doing and/or ensuring, as the case may be, all of the following: a) Prior to my assuming Care or Control of the Facilities, I will investigate, perform due diligence, learn, and fully understand the Risks directly and indirectly associated with the Facilities that can adversely affect myself and others, or affect the Facilities; ensure that I, and all other persons in my Group have been adequately trained on the Documents, have demonstrated their comprehension, have agreed to abide by all the requirements, and refrain from any illegal nor prohibited acts, and promptly perform all mandatory acts required by the Documents; b) Neither I, nor anyone in my Group, nor any of our personal property will enter onto the Facilities prior to the start of my contracted rental period; c) During my Care or Control of the Facilities, continuously inspecting, auditing, supervising, monitoring, and assessing the Facilities and the conditions thereon and nearby, any and all real and personal property, the actions and inactions of any and all people (including minors) at the Facilities, and all the potential Risks on an on-going basis; the prevention, avoidance, and minimization of all Risks; and my timely & effective response to any and all Risks; and providing my very best effort to continuously safeguard and protect myself, other persons (especially minors), the Facilities, BBL, and the other Releasees from any and all Risks, costs, losses, damages, and liabilities; and ensuring that only persons documented on my Application (viz. my Group) and approved in advance by BBL are permitted to be on, use, or benefit from the Facilities; and keeping the Facilities in a normal, stable, safe, clean, orderly, minimum Risk, and reasonable condition at all times and on a continuous basis; and controlling the consumption, replacing like for like, and/or paying BBL at BBL’s current rates as described on BBL’s Internet Website for the utilities, energy surcharges, propane, gasoline, and other consumables that are used; d) Ensuring I, all other persons in my Group, all of our personal property, and all our vehicles will fully and permanently vacate the Facilities and surrounding lands & waters in an orderly and controlled manner on or before the end of my contracted rental period.
8. It is prima facie evidence of the acceptability of the Facilities, and my complete satisfaction with the condition of the Facilities (ie. the Facilities were in a fully and completely normal, stable, safe, orderly, clean, and reasonable condition) upon my initial arrival, and at the start of my contracted rental period, and upon my assuming Care or Control of the Facilities; unless immediately upon my discovering otherwise, or within thirty (30) minutes after the start of my contracted rental period (whichever event occurs first), I contact BBL by telephone and leave a detailed voice message on BBL’s answering service, or by Internet e-mail, describing in full detail and specifics all the problems discovered upon my first arrival at the Facilities.
9. If I am still in Care or Control of the Facilities beyond the end of my contracted rental period, this will be a breach of contract by me. For this breach of contract, in addition to all other remedies available to BBL, I will promptly pay to BBL a late fee of CDN\$ 50.00 for the first minute (or part thereof) that I am beyond my contracted rental period, **PLUS** CDN\$ 0.50 per minute (or part thereof) for each and every minute thereafter until I, all persons in my Group, and all of our personal property and vehicles have fully vacated as described above, and I am no longer in Care or Control of the Facilities. If I have breached one or more of my other contractual or other duties to BBL, said late fee shall continue to be charged against me for each and every minute until BBL or others have fully completed all remedial action to resolve my breach of contract.
10. If I have visitors or other third parties who are not members of my Group (ie. Persons not specifically listed on my Application as a member of my Group) whom I permit or acquiesce to their coming onto the Facilities, or who attend, or make use of, or benefit from the Facilities while I am in Care or Control, this is a breach of my contract with BBL. For this breach, in addition to all other remedies available to BBL, I shall promptly pay to BBL the additional rental fee at double BBL’s current rental rates that I would have otherwise paid had each of those non-Group persons (ie. visitors and other third parties) been listed on my Application.
11. It is prima facie evidence of a breach of the terms of my rental contract and this Waiver, and thereafter the burden of proof rests upon me to prove that a breach of contract has not occurred, if one or more of the following occurs: a) there are reasonable & probable grounds to investigate by, or a complaint is received by, or transmitted to, a public authority (ie. Police, fire, ambulance, MNR Conservation Officer, bylaw enforcement officer, etc.) about the actions or inactions of one or more persons on or at the Facilities during my Care or Control of the Facilities; b) one or more neighbours of BBL’s Facilities complain about the actions or inactions by persons on or near the Facilities as to unreasonable noise, litter, Risks, or other unreasonable event during my Care or Control of the Facilities; or c) BBL’s staff report (verbally or in writing) that one or more parts of the Facilities have been exposed to unreasonable or un-necessary Risks, or are damaged, degraded, gone missing, in disarray, or are not properly cleaned as of the end of the contracted rental period; as compared to the conditions that existed at the start of my Care or Control of the Facilities.
12. Except for the specific risks expressly identified and exempted in Clause 13 below, I hereby assume full and Sole responsibility and liability (legal, financial, and otherwise), on the basis of strict and absolute liability by myself, for any and all Risks, injuries, costs, losses, damages, liabilities and other adverse events suffered by myself, or other persons (including minors), or the Facilities, or BBL, or the other Releasees, or other persons, or any other real or personal property; provided it probably occurred, is caused, arises, originate, or is set in motion by events which occur during my Care or Control of the Facilities; no matter when

the loss, damage, liability or resulting adverse event actually occurs.

13. Notwithstanding my Sole and total responsibility and liability under Clause 12, I am exempt from responsibility and liability for the following risks: a) Normal wear and tear; b) Provided that both the following two conditions (both i. and ii.) are met: (i.) I did not directly or indirectly, by neither action nor inaction, cause, contribute, acquiesce, allow to continue, fail to reasonably respond, nor permit one or more Risks or the resulting losses or damages from occurring; **and** (ii.) I took all reasonable steps under the circumstances to avoid, minimize, and mitigate the resulting Risks, injuries, losses, and damages; then I am exempted from liability for the following risks: Acts of God (eg. naturally occurring storms, high winds, floods, forest fires, etc.); vandalism or criminal acts to the Facilities by criminal trespassers who are total strangers and have no chain of events nor linkage to neither me, nor to any person who is a member of my Group, nor to my principals, nor to any other person that I permitted (by action or inaction) to be on the Facilities during my Care or Control of the Facilities; and damages, accidents, collisions, or upsets by ships, planes, automobiles, or other vehicles that have neither direct nor indirect connection nor causation to neither me, nor members of my Group, nor my principals, nor my actions, nor my inactions.
14. I agree that: a) BBL's insurance policy, if any, does not cover (or incompletely covers) the potential Risks, liabilities, injuries, or losses directly or indirectly connected to the Facilities while the Facilities are under the care or control of a renter such as myself; b) BBL and the other Releasees, and all third parties who suffer injuries, losses, or damages directly or indirectly associated with my Care or Control of the Facilities, may look to me for primary indemnification of all their claims and other losses, and secondly to any other insurance policies (if any) that may exist; and c) Any insurance company may seek restitution from me, through subrogation or otherwise, for any claim they may have reasonably paid or assumed due to my breach of contract, my negligence, the Risks, or other adverse events directly or indirectly related to my Care or Control of the Facilities.
15. I agree that the only contract, guarantee, covenant, warranty, or features & services that BBL has provided me, or contracted in the Documents, or may in future contract to provide me under any past, current, resulting, or future contract(s), and upon which I may rely, are the features and services expressly described in the Documents as contracted by me; and I only rely upon BBL making a reasonable effort to provide me with those contracted features and services during my contracted rental period at the Facilities, subject to, conditional upon, and limited by the following: a) BBL's acceptance of my requested choices from the available features and services at the Facilities, and the payments I have fully made in advance; b) Each and every one of the terms and conditions in the Documents; c) On-time departure of the previous renter (a contracted rental period prior to mine) and their leaving the Facilities on-time, in a normal state, and without breach of contract; and d) Normal wear and tear, abnormal failure, damages, disappearance, and maintenance; and the eventual repair, salvage, or replacement of the affected Facilities through BBL's reasonable efforts in a timely manner.
16. Except as expressly written, defined, exempted, and permitted in the Documents, I irrevocably agree not to do, nor start, nor incite others to do, nor directly or indirectly assist (by my actions or my inactions) any other party to do any of the following if these actions are directly or indirectly against the best interests of BBL or the other Releasees (or against their real or personal property, assets, fixtures, chose in action, or other things owned, leased, or used by BBL or the other Releasees): advertise, demonstrate, file a complaint (other than a complaint privately and confidentially made directly and promptly to BBL), make a speech or talk or other presentation, media campaign, news media interview, picket, post notice, press release, print a document, public protest, or publish.
17. Except as expressly written, defined, exempted, and permitted in the Documents or Clause 19 of this Waiver, for everything (whether in the past, present, or future) that is directly or indirectly related to the Documents or my Care or Control of the Facilities, all of which are on the basis of strict and absolute liability by myself, I irrevocably agree: a) To fully and forever waive all my legally available rights, claims, and remedies; b) I will promptly and fully pay, reimburse, or provide the restitution that I owe, as defined by the Documents or as demanded by BBL or one of the other Releasees; c) The Documents and this Waiver may all be used by BBL and the other Releasees as a full and perfect legal defense against any claim directly or indirectly related to my Care or Control of the Facilities, and otherwise; d) To finally, fully and forever release both BBL and all the other Releasees; e) To promptly and vigorously assist and defend to the best of my ability both BBL and all the other Releasees who so request of me; f) To indemnify, assure, and insure both BBL and the other Releasees, and will save them completely harmless; g) Where third parties or the Releasees are adversely affected by my breach of contract or negligence, or I owe them restitution, then BBL can choose, in BBL's discretion, to claim against me for BBL's losses, as well as the subrogated losses of the third parties and Releasees.
18. Without limiting the generality of Clauses 12 and 17, both these Clauses include, but are not limited to, can be based upon, in whole or part, both directly and indirectly (whether or not these relate to BBL or the other Releasees; or to me; or to my property; or to one or more members of my Group for whom I act as agent, if any; or their property; or to my next of kin; or to one or more of my principals for whom I act as agent, if any; or to other third parties), my actions or inactions, or the actions or inactions of one or more persons in my Group while I have Care or Control of the Facilities; whether suffered or incurred by myself, BBL, the other Releasees, one or members of my Group, or other persons (including minors); and any and all legal, judicial, quasi-judicial, regulatory proceeding, or similar event which arise, originate, are permitted, are proximate, are put in motion, or were caused by the Documents; or by my contracted rental period; or by any alleged prior, subsequent, or resulting contract, duty, other responsibility, or liability by BBL or the other Releasees; or partially or wholly related to the period that the Facilities are under my Care or Control; or to (or in proximity to) the Facilities immediately before, during, or immediately after the period when I was in Care or Control of the Facilities; or by any prior, current, or subsequent contracts, duties, or other special relationship between myself and one or more of the Releasees; or any and all of the following (including their absence, incomplete state, errors, or lack of comprehensiveness): a) absence, accident, acquiescence, action, adverse occurrence, adverse result, alarm, allegation, any and all legal theories or remedies, application to the courts, arbitration, assumption, attempt, authority, award, bailment, behaviours, benefit, breach of contract, breach of any statutory or other duty of care, breakage, by-product, care, case law, caution, champerty, charge, claim, collision, common law, compensation, complaint, consequence, consequential damage, consideration, consumption, contract, cost, costs thrown away, court costs, crime committed by unknown person(s), damage, damage to reputation, death, debt collection fee, decision, delay, delivery, demand, depreciation, destruction, disability, disappearance, disease, disposal, duty, encumbrance, energy, equity, error, estimate of damage, event, exemplary damage, expense, factoring and fee for bad debts by me, fall, fiduciary duty, fire, force, foreign law, goal, government or social policy, hearing, impulse, inaction, inadequacy, inappropriateness, increased insurance premium due to a claim directly or indirectly related to my Care or Control of the Facilities, injury, insurance deductible, insurance adjuster fee, intended use, interest charge, international law, judgements, known or unknown or unknowable fact, labour or administration time by BBL staff at \$25/hr for all labour reasonably spent to recover from any breach of contract or negligence by me, lack of benefit, lateness, lawsuit, legal fees, legal proceeding, liability, license & permit, lien, loss, lost financial opportunity, lost income, lost goodwill, maintenance, measurement, mediation, medical condition, method, mis-use, missing article, mistake, mortgage, motion, natural justice, necessary repair, need, negligence, omission, order, pain & suffering, perception, plan, predecessors, preparation, process, product, property (real or personal), proximity, punitive damage, purchase, radiation, regulation, repair, replacement cost, replacement, repudiation, request, responsibility, restitution, right, risk, Risks, rule, ruling, sequence, service, shock, shortage, slip, social justice, sound, special damage, statute, stress, successors, suggestion, suit, syndrome, system, tasks, tax consequence, tort, treaty, trust, trusteeship, unsuitability, use, want, wasted advertising or marketing cost, wear & tear; and b) Any and all injuries, mental or physical trauma, pain & suffering, shock, medical conditions aggravated or caused, wrongful death, loss, and liabilities associated with persons (including minors), liabilities,

negligence, gross negligence, torts, liquidated claims, loss of life, disability (both permanent and temporary), or other losses to all persons (including minors) who visit, benefit from, pass through, are in proximity to, or are adversely affected by my actions or inactions, or the actions or inactions of one or more persons in my Group, or are adversely affected, either directly or indirectly, by the Facilities, on the basis of strict and absolute liability by me.

19. Notwithstanding and exempt from the liability, agreements, waiver, defense, indemnifications, prohibitions, and releases in Clauses 12, 17 and 18; I retain the following legal rights, but can only claim against these limited rights as expressly defined in the following four sub-clauses (a., b., c., d., e., and f.): a) If BBL rejects my Application, the only claim I shall have and am hereby permitted is for prompt and full return of any and all monies I had paid to BBL on deposit, without deduction nor penalty; b) If BBL defaults in supplying the contracted goods and services, and the default is substantial in both severity and duration, the only claim I shall have and am hereby permitted will be (either i. or ii., whichever is less, but not both), as follows: (i) a refund of the pro-rated portion of the monies paid by me for services that were to be provided for me by BBL, but were not provided due directly from a breach of contract by BBL; or (ii) a liquidated, total, aggregate claim equal to the total monies I paid; c) for return of the remainder of my damage deposit fee that I paid to BBL that was not subject to a claim by BBL due my breach of contract or otherwise, repayable starting 2 weeks after the end of my contracted rental period; d) for crimes committed by BBL or by one or more of the Releasees for which I or one of my Group or one of my principals are the victim, I am permitted to report the crime, assist police, and aid the government's prosecution of that crime, and I can seek civil and/or criminal restitution from those who committed the crime, but not from any of the other Releasees; e) If all or part of the Documents are declared void or frustrated, and the defect cannot be remedied by Clause 24, then the only claim I shall have and am hereby permitted is against BBL for the pro-rated portion of the total fee I paid which is directly related to the void or frustrated portion of the features or services which was not provided to me by BBL as per the Documents; f) In Clause 26.c, if BBL's claim was greater than the adjuster's fees I paid, which in turn was greater than the amount the adjuster found that I owed BBL, then I can claim from BBL the excess costs I incurred for the adjuster's fees.
20. All of the waivers, releases, assurances, insurance, sureties, assumptions of risk, liabilities, warranties, indemnifications, covenants and other terms that I have agreed to and provided in this Waiver shall exist prior to, during, and after: a) my Application, and any or all resulting contract(s); and b) all fiduciary or other special duty or relationship between myself and BBL, and between myself and all of the other Releasees have ended. Therefore all of the aforesaid shall survive, and not merge, and will continue indefinitely after my Application and the completion of the contemplated transaction(s), contract(s), and contracted rental period(s).
21. I hereby request and agree that the Documents and any other prior or subsequent contract(s) with BBL, in the event of my death, my incapacity (mental, emotional, physical, or otherwise), disappearance, and at all other times (including the past, present, and future), shall be effective and binding upon my heir(s), guardian(s), attorney(s), estate(s), trust(s), trustee(s), personal representative(s), committee(s), next of kin, spouse, life or business partner(s) or associate(s), children, parent(s), other relative(s) and next-of-kin, my principal(s) if any, any and all members of my Group, executor(s), administrator(s), and assign(s). I hereby irrevocably request and instruct any and all of the aforesaid persons to honor, act in accordance with, and to be otherwise bound by the Documents, and all prior or resulting contracts with BBL. I agree that any and all Documents and contracts between me and BBL cannot be cancelled, assigned, transferred, nor delayed; nor can the contracted rental period be changed, delayed, substituted, nor exchanged; and deposits and rental fees paid by me cannot be repaid nor refunded except as expressly defined in the Documents; whether or not I am willing or able to subsequently make full, partial, or any use of the Facilities during the contracted rental period.
22. I agree that all Documents, and all prior or subsequent contracts with BBL, regardless of where the Documents may have been written, negotiated, made, executed, offered, counter-offered, or accepted; will be: a) Deemed to have been entered into at London, ON Canada; and b) Deemed to have provided me goods and/or services primarily or exclusively located in London ON Canada; and c) Interpreted, and subject to the rulings, case law, bylaws, laws, and regulations that have effect in the City of London, the Province of Ontario, and Canada, except and excluding statutes concerning the conflict between Ontario law and other jurisdictions, and excluding laws interpreting international contracts; and d) Exempt from any and all laws and regulations of other Canadian Provinces, international laws, treaties, regulations, standard terms & conditions, or other laws of other jurisdictions that impose more stringent responsibilities, duties, Risks, or liabilities on BBL, or allegedly exempt me from one or more of the duties, assumption of risk and liability, responsibilities, indemnifications, waivers, liabilities, warranties, or covenants upon which BBL or the other Releasees' rely. Any and all legal proceedings, mediation, or arbitration for any dispute between the parties shall be exclusively commenced, filed, heard, continued, and completed only through the courts or services located in or closest to London ON Canada; or if mutually agreed in writing by BBL and me, then in the agreed jurisdiction or court of competency.
23. Where there is an implied or express ambiguity, conflict, or contradiction between one or more Documents, then the express terms and conditions in BBL's Acceptance shall take precedence, then this Waiver, then the Application, then BBL's Rental Policy, then BBL's Camp Rules, then BBL's printed sales and marketing literature provided by BBL to the Applicant (if any), then BBL's Internet website publically viewable at <http://www.blacksbay.com>, then all other written documents, then all other sources, facts, and case law. The terms and conditions in the Documents and other documents can only be waived, terminated, or modified in writing; signed by both myself and BBL's authorized signing Officer, Glenn Black. Any other alleged verbal or written agreements, whether past or future, are hereby denied, declared void, inadmissible, and of no effect. My Application can only be accepted in writing by BBL's authorized signing Officer, Glenn Black.
24. If any portion(s) of the Documents are silent, ambiguous, in conflict, declared void, voidable by me (and I subsequently choose to declare them void), unreasonable, unconscionable, against public policy, illegal, non-binding, unenforceable, or otherwise of no effect; then the offending word(s), clause(s), term(s), or condition(s) (the "**Offending Part**") shall be automatically interpreted by analogy, or modified, or substituted, or if absolutely necessary the Offending Part may be deleted; so as to make the modified part and the remaining portion of the Documents to be legal, binding, and enforceable; all of the aforesaid done so as to minimize the change and effect on the meaning, purpose, scope, effect, rigor, comprehensiveness, and interpretation of the original Offending Part; and the overall resulting framework created by the Documents.
25. I agree, and hereby request and instruct all others to rely upon and take any action or inaction as appropriate, based upon any bona fide copy of the Documents which were signed by me, as well as all other copies of original documents connected or related hereto, as well as bona fide Internet e-mail communications between myself and BBL. Copies of any and all documents (either electronic files, facsimiles, photocopies, or other mediums) between myself and BBL shall have equal weight and legal effect as the original of that document.
26. If BBL has any claim against me under this Waiver or one of the other Documents, and sends me a detailed description of each item claimed, the reasons for BBL's claim, and the dollar amount of the liquidated damages claimed, then I will promptly pay BBL according to one of the following three options. If I have not responded to BBL's claim in accordance with one of the following options (Options a., b., or c.) within forty (40) days after BBL sent their claim to me, then BBL's claim will be deemed to be fully reasonable and correct in methodology, form, content, quantum claimed, and all other ways; and is no longer disputable

by neither BBL nor I, and will thereafter be the agreed amount of the liquidated damages that I owe to BBL. Upon receipt of BBL's claim, I shall do one of 3 options (a, b, or c), as follows: a) I will accept BBL's claim as is, and immediately pay BBL the full amount claimed against me; or b) I will immediately pay BBL for all undisputed items at the cost estimated by BBL, and for each disputed item, I will obtain two (2) independent, bona-fide, binding written estimates from professional tradesmen, retail suppliers, or other professionals (as the case may be), and I will send to BBL copies of all estimates, and pay BBL for each disputed item the average of the two estimates I obtained; or c) I will immediately hire a professional, independent insurance adjuster who will promptly investigate, review BBL's claims and evidence, get quotes, or otherwise estimate the fair and reasonable liquidated damages and replacement costs without depreciation nor deductible, then promptly prepare a written adjuster's report. Upon receipt of the adjuster's report, I will send to BBL a copy of the adjuster's report with my payment in full to BBL, in accordance with the adjuster's findings. If the adjuster's recommended valuation is higher than BBL's claim, I will pay the cost of the adjuster's fee to the adjuster, plus I will immediately pay BBL the amount of the claim recommended by the adjuster. Otherwise, if the adjuster's recommended valuation is lower than BBL's claim, I will immediately pay to BBL the adjuster's recommended valuation less the cost of the adjuster's fee, and I will also pay the adjuster's fee to the adjuster.

27. I agree that for each and every one of my cheques or payments that are reasonably declared as non-negotiable, refused, disputed, dishonored, void, or NSF, I will incur and promptly pay to BBL a charge of \$20 for each instance *plus* any and all additional bank charges, credit card fees, or other expenses paid or incurred by BBL. Any monies owed by me, or debts incurred under the Documents or any prior or subsequent contract(s), or otherwise owed by me to BBL, will be immediately due and payable by me upon demand, and any unpaid balance will collect and incur interest at 15% per annum (0.041096% per day) for both pre- and post-judgement interest, calculated daily and compounded monthly until the principal and accrued interest are paid in full to BBL.

28. I acknowledge that I have been advised to seek legal counsel prior to signing my Application, this Waiver, and all other legally binding documents between myself and BBL. I also acknowledge that I have had adequate time and opportunity to obtain legal counsel, and that I am signing this legal document on my own free will, and with my full understanding of its contents. I understand and agree that when I sign this Waiver, there will be a binding legal contract between myself and BBL.

29. I agree that if my Application is accepted and one or more contracts between BBL and myself results, and: a) I have inadvertently or intentionally omitted, or made an error, or directly or indirectly mis-lead, or withheld, or falsified any information on my Application or failed to make a full and complete disclosure to BBL in upmost good faith of all risks associated with me, my Application, and my intended or possible uses and activities with the Facilities; and/or b) At any time or from time to time I breach one or more of the terms or conditions of the Documents; and/or c) I directly or indirectly cause, by act or omission, a serious breach or otherwise wantonly violate BBL Camp Rules; and/or d) I violate any hunting or fishing law or regulation directly or indirectly related to the Facilities; and/or e) I repeatedly ignore or refuse to conform to any reasonable request made of me by BBL's authorized representatives; and/or f) I cause minor infractions or breaches of any of the Documents which are of a repetitive, or cumulative, or purposeful nature; then BBL may, at BBL's discretion, in addition to all other remedies, take one or more of the following actions: (i) Immediately cancel my reservation or the balance of my contracted rental period without refund; **AND/OR** (ii) Without prior notice or warning, immediately and summarily eject me and/or cause me to be ejected and/or ban me from the Facilities without refund; **AND/OR** (iii) Cause me to forfeit any and all monies paid to BBL on my behalf and void all current and future rights, contracted rental periods, or privileges at the Facilities; **AND/OR** (iv) Decide that any sums owed by me shall become immediately due and payable, and I will immediately pay in full to BBL; **AND/OR** (v) Claim against me, and I will immediately pay, all reasonable additional costs or damages incurred by BBL or subsequent renters who are adversely affected by my breach. I agree to indemnify and promptly pay BBL any reasonable, additional costs or liabilities BBL incurs due to any of the aforesaid infractions or other breach by me, and/or BBL's subsequent reasonable reactions thereto.

Signed at _____ on the _____ Day of _____, _____
 City, Prov/State, Country Day of month Month Year

 Applicant's Signature

I warrant that I am signing jointly and severally on behalf of myself personally, and all members of my Group (if any) who will attend with me to the Facilities and for whom I act as agent, and all my other principals (if any) for whom I act as agent for this agreement. I also warrant that I am authorized by all the above persons to sign on their behalf, and by my signature, have bound them and myself to this Waiver.

*** End of Waiver ***

Declaration of Witness

I, _____,
Witness' Full Name (Please print clearly)

hereinafter referred to as "Witness", "I", "me", and "my"), assume the role of witness to the signature of the person who signed the above Waiver (said person hereinafter referred to as "Applicant"). This document, my Declaration of Witness, is attached to and refers to the aforesaid Waiver. I understand that others are relying upon the accuracy of my declaration. I therefore declare, and verily believe, the following statements by me to be true, accurate, complete, and not misleading:

- 1. I personally saw the Applicant sign the Waiver.
- 2. I had sufficient opportunity to observe the Applicant who signed the Waiver, and based on my prior knowledge of the Applicant, and/or the Applicant's statements to me or others, and/or my personal observations of the Applicant, I am fully convinced and truly believe all of the following:
 - a. The Applicant is the person they purport to be;
 - b. The Applicant is above the age of majority;
 - c. The Applicant is mentally competent, and was not under the influence of drugs, alcohol, other substances, or a medical condition that would noticeably impair the Applicant's abilities, responsibility, reasoning, or judgement;
 - d. The Applicant is aware of the contractual and legal nature of the Waiver that they signed; and
 - e. The Applicant is not under any duress or undue influence to sign the Waiver.

Signed at _____ on the _____ Day of _____, _____
City, Prov/State Day of month Month Year

Witness' Signature

Address: _____

City: _____ Prov: _____ P_Code: _____

Daytime Phone: _____ Evening Phone: _____

*** End of Witness' Declaration ***