

WAIVER

WHEREAS the property owner's ("Licensor") lands located at 2830 Old Second Road North, Elmvale, Ontario (the "Licensor's Lands") are being used for, among other things, licensed facilities to dog trainers in the business of training dogs to perform a variety of functions;

AND WHEREAS the dog trainer ("Licensee") is engaged in the business of training dogs to perform a variety of functions;

AND WHEREAS the Licensor and the Licensee wish to enter into an agreement to license a portion of the Licensor's Lands for the purpose of training dogs to perform a variety of functions;

AND WHEREAS the Licensee is aware that the training of dogs involves many risks, dangers and hazards that can lead to the serious injury or death of the individual or dogs engaged in the activity or dog training or any other person or animal that may be located on the subject lands.

In consideration of the Licensor licensing a portion of the Licensor's Lands to the Licensee and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Licensee hereby agrees as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that the Licensee has, or may in the future have, against the Licensor and to release the Licensor from any and all liability and to indemnify and save the Licensor harmless for any loss, damage, expense, or injury, including death, that the Licensee may suffer as a result of the Licensee's use of the Licensor's Lands, due to any cause whatsoever, including negligence or breach of any statutory or other duty of care including any duty of care owed under the *Occupier's Liability Act* and also including the failure on the part of the Licensor to take reasonable steps to safeguard or protect the Licensee from the risks, dangers and hazards referred to above while Licensee uses the Licensor's Lands; and
2. **TO INDEMNIFY AND SAVE HARMLESS** the Licensor from any and all liability for any loss, damage, injury or expense to any third party resulting from the Licensee's use of the Licensor's Lands.

DATED at _____ this day of _____, 2020.

Witness

Licensee

Name of Licensee:

Address of Licensee:

Phone Number of Licensee:

Email Address of Licensee: