



# WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK, AND CONSENT TO MEDICAL TREATMENT

Please read this document (the "Waiver") carefully, as it pertains your legal rights. By submitting your registration and entering event grounds, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understand the Waiver and agreed to its terms.

Each individual attending the Premises (venue or event grounds where the Thanks for Farming Tour is taking place) and/or participating in the activities of the Thanks for Farming Tour must acknowledge and agree to this Waiver.

This Waiver must be carefully read and agreed to by checking the box associated with this document in the online registration process in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: Thunderstruck Ag Equipment, Thunderstruck Sales & Marketing, Thanks for Farming Tour Ltd., its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns.

The "Thanks for Farming Tour" encompasses Thanks for Farming Tour Ltd, Thunderstruck Ag Equipment and Thunderstruck Sales & Marketing including, but not limited to the owners, employees, contract workers, and volunteers associated with the companies.

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Thanks for Farming Tour may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Thanks for Farming Tour and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Thanks for Farming Tour and entering the Premises, including, but not limited to, my own actions or inactions, the actions or inactions of others (including but not limited to the owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Thanks for Farming Tour and have no medical condition that would make my participation in the activities of the Thanks for Farming Tour more hazardous.
4. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Thanks for Farming Tour.

5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
6. I understand and agree that I am expected to exhibit appropriate behaviour at all times while I am attending the Premises and while I am participating in the activities of the Thanks for Farming Tour. I also understand that I am to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities, or property.
7. I understand and agree that I may not bring weapons or illegal substances to the Premises.
8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Thanks for Farming Tour or on the Premises.
9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Thanks for Farming Tour and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the activities of the Thanks for Farming Tour or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
10. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Thanks for Farming Tour or attending the Premises.
11. I release and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Thanks for Farming Tour or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my participation in the activities of the Thanks for Farming Tour or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
13. I hereby and forever release, waive, discharge and agree not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my participation in the activities of the Tradeshow or attending the Premises.
14. I understand and acknowledge that the laws of both the Province and Federal Government shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Thanks for Farming Tour or while on the Premises of the Thanks for Farming Tour.

15. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of both the Province and Federal Governments, and that the invalidity or un-enforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Thanks for Farming Tour Ltd, Thunderstruck Ag Equipment, and Thunderstruck Sales & Marketing.

### **THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

17. I agree to take part in all symptom screening protocol upon entering the premises of the event such as but not limited to no-touch temperature check and symptom questions.
18. I am currently not experiencing COVID-19 symptoms, nor have I had COVID-19 symptoms in the last 14 days. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
19. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
20. I represent and warrant to the Releasees that I have not been advised by Federal Government, Provincial Government or my doctor, or any of the Local Public Health websites to self-isolate due to possible exposure to COVID-19.
21. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Premises and participation in the activities of the Thanks for Farming Tour.
22. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the activities of the Thanks for Farming Tour or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
23. I agree to implement best practices on behalf of my employer to ensure patron safety within our designated booth such as, but not limited to physical distancing, respiratory etiquette, hand hygiene & disinfecting.
24. I understand the right and responsibility to report any individuals showing symptoms to the Safety Manager and/or Event Organizer.

I understand that there are inherent and unforeseen risks involved in participating in the activities of the Thanks for Farming Tour or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights accepting the terms of this Waiver and by submitting my registration, including the right to sue the Releasees.

I acknowledge that I am agreeing to this Waiver freely and voluntarily and intend my acceptance of this Waiver to be a Waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of the Thanks for Farming Tour or while attending the Premises.

By checking the checkbox associated with this Waiver form on the registration portion of the Thanks for Farming website, I am accepting the terms and conditions of this Waiver.