THE CITY OF WINNIPEG

APPENDIX 'A'

GWWD RAILWAY WAIVER

BID OPPORTUNITY NO. 9-2018

SHOAL LAKE AQUEDUCT CROSSING AND ASSOCIATED ROADWORKS

Winnipeg

WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

By signing this document, you will waive certain legal rights, including the right to sue. You are also agreeing to indemnify the City against lawsuits brought by others.

Please read carefully!

In consideration of transportation granted now or in the future by the City of Winnipeg to me as a passenger being conveyed at no cost on the Greater Winnipeg Water District Railway ("GWWD"), which is owned and operated by the City of Winnipeg, to and from the aqueduct intake on Shoal Lake in the Province of Manitoba on _____ (date), I agree and acknowledge as follows:

1. I acknowledge that I am being transported without charge or consideration by the City of Winnipeg on the GWWD Railway, which is not a railway company, a common carrier or owner of a public utility for the conveyance of persons or goods to or for the public and is under no obligation to convey persons or goods for the public.

2. I agree to comply with the rules set by and the instructions given to me by City of Winnipeg employees or agents during the course of my transportation to and from the aqueduct intake. Nevertheless, I acknowledge that there are risks and hazards inherent in the very nature of the transportation provided on the GWWD Railway and that as a result of these risks and hazards, as a participant, I may suffer personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume the aforementioned risks and hazards and accordingly my transportation to and from the aqueduct intake shall be entirely at my own risk.

3. I waive any claim I may have against the City of Winnipeg, its servants, employees or agents arising from my transportation to and from the aqueduct intake. I further agree to indemnify and hold harmless the City of Winnipeg, its servants, employees or agents from and against all claims, actions or proceedings arising from loss, injury or, damages by any person arising from my transportation to and from the aqueduct intake.

4. I agree that this WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT is binding on me, my heirs, successors, my executors, administrators, personal representatives and assigns.

5. I acknowledge and represent that I am 18 years of age and older, I have read this document and fully understand it and sign it freely and voluntarily.

DATED at the City of Winnipeg, in Manitoba, this _____ day of _____, 20____ .

_____
Signature of Participant

_____
Signature of Witness

_____
Name of Participant
(please print)

_____
Name of Witness
(please print)