

CANADIAN WILDERNESS WALKABOUTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY**

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN IF UNDER AGE OF MAJORITY

TO: Canadian Wilderness Walkabouts, Her Majesty the Queen in the Right of the Province of Ontario and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, land owners, land caretakers, suppliers, sponsors, affiliates, successors and assigns (all of whom are hereinafter referred as "the Releasees").

DEFINITION: In this Release Agreement Canadian Wilderness Walkabouts Excursions, Tours, Workshops, and/or Adventures (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: wilderness travel on trails and off trails, on lakes, rivers and waterways, both frozen and not frozen, hiking, snowshoeing, cross-country skiing, downhill skiing, skating; camping; prospecting, hammering rock; navigating, using a compass, GPS, reading a map; horse sleigh rides, horse rides, horse walks, horse care, horse lessons, skijoring or any contact with horses or other livestock whatsoever, being transported by vehicle, snowmobile, all terrain vehicle, boat, float plane, helicopter, or any other form of motorized transportation (hereinafter referred to as "motorized vehicles") on highways, gravel roads maintained and unmaintained, trails, and other terrain; driving motorized vehicles on highways, gravel roads maintained and unmaintained; fishing, building fires, cooking on fires, observing fires; canoeing, kayaking, boating, or any other form of water transport (hereinafter referred to as "the boats"), on moving and still water; tobogganing, tubing, or any other form of sliding; using a sauna, rental of snowshoes, cross country skis, canoes, kayaks, boats, and other equipment; orientation and instructional courses, seminars and sessions; and all travel, transport and accommodation.

ASSUMPTION OF RISKS: I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the area; traversing through uneven terrain, frozen waterways, including but not limited to hazards such as falling due to uneven terrain, unstable logs, slippery rocks, logs, and terrain, falling branches, slip and falls while getting into or out of the motorized vehicles; overturning of the boats; loss of balance; collision with or entrapment by trees, logs, deadfall, rocks, motorized vehicles, the boats or equipment; hypothermia, heat stroke, heat exhaustion; changing and inclement weather conditions including ice conditions, poor visibility, temperature conditions, storms, ice, rain, sleet, snow, cold or hot weather, high wind, high waves, and lightning; impact, fire, pressurized cooking fuels and appliances, kitchen equipment, hot liquid; encounters with domestic or wild animals; all of the aforementioned on both private and public lands, negligence on the part of other participants; negligence on the part of bystanders, and NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the Activities take place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

Signed this _____ day of _____, 20__	Signature of PARTICIPANT
Signature of WITNESS	Please print PARTICIPANT name clearly
Please print WITNESS name clearly	Signature of Parent or Guardian if Participant is under age of majority