

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Before Participating in Equine Activities at Horse Country Campground Wilderness Tours. All Participants under the age of 18 must have their parent or legal guardian sign this form before participating at Horse Country Campground Wilderness Tours.

Participant Name: _____

Parent or Legal Guardian Name (if participant is under 18): _____

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of Horse Country Campground Inc. , its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host") .

Without limiting the generality of the foregoing, "Equine Activities" undertaken at Horse Country Campground includes but is not limited to trail rides, pleasure and recreational riding, use of any challenge or horse/rider obstacle courses and any riding instructions provided by the "Host" to the Participant.

By signing this document you will waive certain legal rights, including the right to sue.

On my behalf and on behalf of any minor children participating in these activities, for whom I am legally responsible I agree to the following:

Assumption of Risks

I am aware and understand that activities involving horses involve many risks, dangers and hazards, including but not limited to the following: 1) Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may without warning, jump, run wildly, buck, kick, bite or step on people or things; 2) Horses may collide with other horses or objects or trip, stumble, or fall even if being led, ridden or attended to; 3) Negligence, which means in general terms, a failure to exercise ordinary or proper care) or other riders or my child's own failure to ride safely, within my or my child's ability or within designated areas; 4) Equipment may fail; 5) Weather conditions can change and sometimes may be dangerous; 6) Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OF THEIR STAFF. I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, obstacle course, corral or hitching post or other enclosure or fence, practice and other recreational areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all me all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages of loss resulting there-from.

Acknowledgement That Equine Activities ARE Inherently Dangerous

I acknowledge to read and understand each item of this agreement as follows:

1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to: (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine. 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Equine Activities". 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities". 4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree: (a) to waive all claims that I have or may have in the future against the "Host"; (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities". 5. I agree that this waiver

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and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Ontario which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Ontario in which the "Equine Activities" are provided by the "Host".

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the "HOST" providing me or my child access to Horsecountry Campground and all of their services and facilities permitting me or my child's use of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as "the

services”), I hereby agree as follows: 1) TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against the HOST and their directors, officers, employees, agents, representatives and volunteers (all of whom are hereinafter collectively referred to as the “RELEASEES”) and to release the Releases from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child’s next of kin may suffer as a result of mine or my child’s use of the Services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREECH OF CONTRACT, OR BREECH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE “OCCUPIERS LIABILITY ACT” ON THE PART OF THE RELEASEES; 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from mine or my child’s use of services;

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILD, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature of Rider (Participant) _____
Date

Signature of Parent or Legal Guardian (If Participant is under 18 years old) _____
Date

Print Name of “Host” witness

Signature of “Host” witness _____
Date



**GENERAL RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE AND AGREE TO**

ASSUME LEGAL OBLIGATIONS. PLEASE READ THIS CAREFULLY

INITIAL HERE

PLEASE PRINT CLEARLY

GROUP ORGANIZER'S NAME _____

FIRST NAME OF PARTICIPANT	LAST NAME OF PARTICIPANT			
APT. #	STREET ADDRESS			
CITY		PROV./STATE	POSTAL/ZIP CODE	
AREA CODE	HOME PHONE #	AREA CODE	WORK PHONE #	DATE OF BIRTH
m m d d y y				
EMAIL ADDRESS				

To: WHITE WATER & WILD LANDS TOURS LTD. T/A WILDERNESS TOURS hereinafter referred to as the operator.

DEFINITION

In this agreement the term "Whitewater / River Rafting / Kayaking / Outdoor Adventure Activities" shall include all activities in any way related to the river rafting trip, kayaking, canoeing, snowshoeing, cross-country skiing, snowmobiling, mountain biking, kayak school programs, and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river or starting point, loading and unloading of vehicles, trailers, rafts and boats, camping, backpacking, fishing, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - WHITEWATER / RIVER RAFTING / KAYAKING / OUTDOOR ADVENTURE SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while river rafting. Instruction in the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required to participate in The Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the activities.

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 river; the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water and/or weather conditions; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters; falling, tripping or sliding on trails. I am also aware that fishing, hiking, backpacking, camping and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the backcountry terrain is difficult and, in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE, BREACH OF CONTRACT and BREACH OF STATUTORY DUTY ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

_____ INITIAL

HERE GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of THE OPERATORS agreeing to my participation in the "The Activities" and permitting my use of its equipment, vehicles, parking and other river rafting and outdoor adventure facilities (hereinafter referred to as the "rafting and outdoor adventure facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS known or unknown that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES and its agent, successors, and assignees 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 "THE ACTIVITIES" AND "RAFTING AND OUTDOOR ADVENTURE FACILITIES".

_____ INITIAL HERE

HOLD HARMLESS AND INDEMNITY AGREEMENT

1. To hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in "The Activities" and "Rafting and Outdoor Adventure Facilities";
2. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
3. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
4. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
5. I acknowledge and accept that the The Marine Liability Act, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

PHOTO/VIDEO/DVD RELEASE – I consent to photographs being taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to "The Activities" and the "Rafting and Outdoor Adventure Facilities", other than what is set forth in this Agreement.

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

Signed this _____ day of _____ Year _____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

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PRINT NAME OF WITNESS

SIGNATURE OF PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

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PRINT NAME OF PARENT/GUARDIAN

Revised May 2009

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT