

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

PLEASE READ CAREFULLY – THERE ARE 3 PLACES TO INITIAL AND TWO QUESTIONS TO ANSWER. YOUR NAME AND SIGNATURE ARE ALSO REQUIRED AT THE BOTTOM

YOUR INITIALS HERE » _____

TO: The Corporation of the Township of Algonquin Highlands Parks, Recreation and Trails Department hereinafter referred to as the 'operator' and the 'releasee(s)'

DEFINITION

In this agreement the term "Skiing / Snowshoeing/Outdoor Adventure Activities/Guided Snowshoe Hikes" shall include all activities in any way related to the participation in and/or rental and use of skiing/snowshoeing equipment for the purpose of skiing and snowshoeing including, but not limited to, orientation, instruction sessions, guided hikes, starting point, transportation, loading and unloading of vehicles, camping, fishing, backcountry travel and all recreational activities offered (hereinafter referred to as "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 trails; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold weather conditions; impact or collision with rocks, trees, logs, deadfall, snowmobiles, encounters with domestic or wild animals; high winds; equipment failure; variation in the snow conditions, surfaces and currents; and negligence of other recreational users; falling, tripping or sliding on trails. I am also aware that fishing, 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 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 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.

YOUR INITIALS HERE » _____

ACKNOWLEDGEMENT - SKIING/ SNOWSHOENG / OUTDOOR ADVENTURE/GUIDED SNOWSHOE HIKES SAFETY

I acknowledge that I have been advised to wear appropriate winter clothing and boots when participating in The Activities. I am aware that the physical exertion required by 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS agreeing to my participation in the Skiing and Snowshoeing / Outdoor Adventure Activities/Guided Snowshoe Hikes and permitting my use of its equipment, parking and other outdoor adventure facilities (hereinafter referred to as the outdoor adventure 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 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 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 Skiing / Snowshoeing / Outdoor Adventure Activities/Guided Snowshoe Hikes, 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 SKIING / SNOWSHOENG / OUTDOOR ADVENTURE ACTIVITIES/ GUIDED SNOWSHOE HIKES REFERRED TO ABOVE;

YOUR INITIALS HERE » _____

2. 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 Skiing / Snowshoeing / Outdoor Adventure Activities/Guided Snowshoe Hikes;

3. 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;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
5. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
6. PHOTO RELEASE - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

Do you have any special health concerns that we should be aware of? Circle YES or NO. If Yes, please explain _____

Do you have any physical limitations that we should be aware of? Circle YES or NO. if Yes please explain _____

Occupiers Liability Act, R.S.O, 1990 may limit the liability of the Operators in the event of an accident resulting in injury or death.

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 safety of Skiing / Snowshoeing / Outdoor Adventure Activities/Guided Snowshoe Hikes, 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 WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I have read, and understand the stated policies as set forth by the operator and agree to all conditions. I am at least 18 years of age OR my parent or legal guardian has issued consent as specified in this form.

Signed this _____ day of _____ Year _____

 Printed name & Signature of parent or Guardian if under 18 years of age

 Printed Name of Participant

 Signature

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT BEFORE PARTICIPATION IN GUIDED SNOWSHOE HIKES OR RENTAL EQUIPMENT MAY BE ISSUED.

How to be prepared for your guided snowshoe hike

You will be outside for up to 3 hours depending on the hike you are taking, without access to a warming place, please be prepared in the following ways:

1. Layering of clothing is most suitable so that you can remove layers if you get too warm. Polyester or Wool are recommended for their ability to wick moisture and perspiration away from the body and to retain insulating values even when wet. Cotton is to be avoided. Your hike may start with up to an hour of presentations indoors prior to heading out, be prepared for this event.
2. Check the weather report before the outing to ensure you are wearing appropriate gear for the conditions.
3. Recommendation for how to dress when heading out:
 - Long underwear or thermal-wear, tops and bottoms to act as a base layer.
 - Snowpants
 - Long sleeve T-shirt or light sweater
 - Heavy sweater
 - Winter jacket
 - Wool socks
 - Mitts/Winter gloves
 - Toque
 - Waterproof, winter rated, insulated boots.
4. What to bring:
 - Snacks or lunch depending on length of tour, time of day and your dietary requirements.
 - A drink. If you are bringing water or another cold drink, put some thought into how you will keep it from freezing if the temperatures are very cold. A good trick is to put it in a thermos.
 - A camera
 - A backpack
 - You may want to bring a note pad if you like to record things that are of interest to you.
 - A smile!
5. Be sure that your snowshoes are well maintained and in good working condition prior to showing up. If you don't own snowshoes you can rent them for \$5, please let us know at time of payment if snowshoes are required.
6. Bring your signed waiver form with you to submit. You will not be able to participate without it. There will be extras available the day of but we do recommend taking time in advance to read, understand and fill it out. This gives time to have any questions answered before the day of.