



Haliburton Forest & WILD LIFE RESERVE LTD

Winter Assumption of Risk Release and Waiver of Liability Indemnity Agreement

PLEASE READ BEFORE SIGNING WARRANTY AND CONSENT

Printed Name(s) of Participant _____

Street Address _____

City/Village _____

Province/State _____

Postal Code/Zip Code _____

Phone Number _____

IN CONSIDERATION of allowing me to participate in the program, related events and activities (herein known as the Activity) of, Haliburton Forest and Wild Life Reserve Limited, herein known as the COMPANY.

I WARRANT TO YOU THAT:

- 1) I am aware that there are serious dangers and risks inherent to any activity in a Forest environment, and
- 2) I accept all the inherent risks in my chosen activity(s) and the possibility of personal injury, death, property damage or loss resulting there from, and
- 3) I believe that I am physically, emotionally and mentally able to participate in this activity, and that my personal equipment is mechanically fit for my use in this activity, and
- 4) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
- 5) I will immediately remove myself from participation, and notify the nearest official (HF staff), if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this activity and execution of this document constitutes:

- 1) an unqualified ASSUMPTION OF ALL RISKS associated with participation in this activity by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizer and any persons associated therewith or participating therein, and
- 2) a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the activity organizer and all persons and organizations associated with it and the activity including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the activity, sanctioning bodies, medical or rescue personnel (the COMPANY), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
- 3) an UNDERSTANDING NOT TO SUE the COMPANY for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and
- 4) an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the COMPANY, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the COMPANY or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE COMPANY IS RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS ACTIVITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Date: _____

Signature of Parent/Guardian: _____



Haliburton Forest

& WILD LIFE RESERVE LTD

Child Guided Dogsledding Excursions Waiver

If you wish to receive updates regarding Haliburton Forest please provide your email below:

Medical History: Please indicate if there is any medical condition that you are aware of that may affect your health during the Dog Sled Tour.

Heart Condition:	NO	_____	YES	_____	Explanation:	_____
Epilepsy:	NO	_____	YES	_____	Explanation:	_____
Asthma:	NO	_____	YES	_____	Explanation:	_____
Allergies:	NO	_____	YES	_____	Explanation:	_____
Other:	NO	_____	YES	_____	Explanation:	_____

Conditions and Rules:

1. Haliburton Forest & Wild Life Reserve Ltd. has taken all reasonable precautions to ensure that each participant will have a safe and enjoyable tour.
2. Participants agree to follow the decisions and directions of the guides.
3. Any failure to follow instructions and/or the abuse of equipment or dogs will result in an immediate expulsion from the tour without refund.
4. Tours vary in length, depending on conditions.
5. Guides will have the authority to cancel tours due to weather or other unforeseen factors. Rain checks will be offered when applicable.
6. Guests are reminded that dogs are not machines and must be treated accordingly.
7. Parents are responsible for their children and must ensure that these are prepared and equipped/dressed appropriately for winter conditions.
8. Haliburton Forest & Wild Life Reserve Ltd. shall not be held liable for any property damage or personal injury to the guest or his/her family arising from the participation in a dogsledding tour, the use of Haliburton Forest and Wild Life Reserve Ltd. property or any other reason whatsoever.

I have read and understand the above conditions and rules and will accept and comply with them.

Child's Date of Birth: _____ **Child's Age:** _____

Signature of Parent/Guardian: _____ **Date:** _____

Signature of Haliburton Forest Staff: _____