

REGISTRATION

NAME OF PARTICIPANT (printed) _____

ADDRESS _____

PHONE NUMBER _____

DATE OF BIRTH _____

EMERGENCY CONTACT NAME _____

EMERGENCY CONTACT PHONE NUMBER _____

RENTAL CAMPING GEAR Yes No

TRANSPORTATION Yes No

MEAL PLAN Yes No Special dietary requirements _____

PERMISSION FOR MY PHOTOGRAPHIC AND/OR VIDEO IMAGE

to be used by MOA in advertising. Yes No

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (the “Agreement”)

WARNING: BY SIGNING THIS DOCUMENT YOU ACCEPT AND AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT RELATED TO PARTICIPATION IN MUSKOKA OUTDOOR ADVENTURE ACTIVITIES. PLEASE READ CAREFULLY.

1. DISCLAIMER CLAUSE

Muskoka Outdoor Adventures (“MOA”), its owner, directors, officers, employees, volunteers, agents, guides, (hereinafter referred to as the “Releasees”) are not responsible for any death, injury, loss, or damage of any kind suffered by any person during participation in MOA activities, events, instruction, excursions and all related activities of MOA (the “Activities”), including injury, loss or damage that might be caused by the negligence of the Releasees.

2. ACTIVITIES DESCRIPTION

The Activities are designed to provide a safe and enjoyable opportunity for participants who prefer guidance to hike, walk, camp, and learn outdoor skills while exploring the Muskoka Region Page 1 of 4.

Participants are expected to be able to ambulate outdoors independently on variously steeped inclines and stairs as outlined in the MOA electronic description of each activity (unless otherwise designated; for example as in “Accessible Activities”). A portion of MOA Activities may include the choice to visit events, festivals, locations, and/or other business that are not owned or operated by MOA. MOA does not assume any responsibility for damages to health or property of any kind while participating in activities, events, festivals, locations, and/or other business that are not owned or operated by MOA. MOA Activities are designed for participants who are in good health such that any medical conditions are effectively medically managed and are deemed to be medically stable. Activities are categorized by the level of difficulty and by duration of half day, full day, or overnight activities, as seen in MOA electronically provided material. Camping gear is offered by MOA as an additional rental option for overnight camping, as itemized in materials provided electronically by MOA. The Activities are arranged by MOA to meet the logistics of the Activity and to meet the needs of the participants in the Activity. MOA also offers the added-cost option for transportation for up to 9 participants to be picked up at a predetermined location and delivered back to a predetermined location at the end of the Activity, provided the participant cooperates with the MOA Rules and Regulations which MOA provides electronically. If a participant breaks the MOA Rules and Regulations, the participant will be transported to a safe location, such as but not exclusive to a store or gas station, and the participant will be responsible to arrange his/her/their transportation thereafter at their own cost.

3. ASSUMPTION OF RISKS

3.1 I acknowledge that the Activities description provided in Section 3 is a general summary from the Activities materials provided to me by the Releasees, which I have had enough time to read and have been given ample opportunity to ask questions about.

3.2 I understand that there are rules that are required to participate in MOA Activities, which are provided electronically by the Releasees and which may periodically be set out in person by my MOA Activity guide. I take responsibility to understand and observe the rules.

3.3 I am aware of and understand the **possible dangers, hazards, and risks, sometimes extreme**, associated with the Activities and all related activities, which may result in muscular injuries; soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocations, head, facial, eye and/or dental injuries, and **SEVERE OR FATAL INJURY TO MYSELF OR OTHERS**. These risks include but are not limited to:

a. **Weather** – Weather conditions may be inclement and extreme and can change rapidly without warning, which may result in, without limitation, hypothermia, frostbite, windburn, sunburn, hyperthermia, colds or flu.

b. **Terrain** – Risks associated with activities in rough terrain, which exposes participants to rugged and unpredictable slopes, falling objects, water hazards, and surface conditions, which may increase risk of injury or death.

c. **Equipment** – Risks associated with malfunctioning or misuse of equipment, whether owned, rented, designed, or operated by myself or by the Releasees.

d. **Modes of Transportation** – Risks associated with travel to and from all venues in connection with or during the Activities, including transport by public or

Page 2 of 4.

private motor vehicle, whether or not the vehicle is owned and/or operated by the Releasees, which could include without limitation an accident resulting in severe physical injury or death. There may be also increased risk involved in transportation in wilderness environments, whether on country roads and pathways or in off-road locations, and whether by motor vehicle, boat or other machine whether or not the machine is owned and/or operated by the Releasees.

e. **Conduct and abilities of other Activity participants** – A participant in the Activities may face increased risk due to inexperience, poor judgment, negligence, or deliberate acts or omissions by another Activity participant.

f. **Skills of Releasees** – Risks associated with the capacity and personal or professional ability of the Activity guides to respond to unanticipated conditions, circumstances, emergencies arising in wilderness locations.

g. **First Aid Procedures** – Risks arise in applying first aid procedures on participants. Including without limitation: rough handling of body parts; lifting; inappropriate touching; being transported by stretcher or other means; being constricted by bandages; being injured by first aid equipment.

h. **My own acts or omissions** – Death, injuries or illness may arise from my own acts or omissions while participating in the Activities, including without limitation: i) My failure to follow directions from those in charge of the Activities; ii) intoxication from drugs or alcohol, and/or alcohol poisoning during the Activities and all related activities whether voluntarily or through coercion; and iii) food-related illness resulting from any meal arranged for me by the organizers of the Activities.

i. **Acts or omissions at events, festivals, locations, and/or other business that are not owned or operated by MOA** - Death, injuries, illness or losses may arise at events, festivals, locations, and/or other business that are not owned or operated by MOA and are not within the scope of MOA Activities.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my registration and admitting me into the Activities, 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 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 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.** I freely and voluntarily accept those and all other risks arising from the Activities, including

Page 3 of 4

the risk of serious bodily injury, illness, death, and property damage or loss resulting therefrom, whether during or outside regular Activity hours.

TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES from liability for any and all claims, demands, actions and costs which might arise out of my participation in the Activities and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Releasees.

I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance, if required. The Releasees will provide NO medical/health insurance. In the event of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

I AM SOLELY RESPONSIBLE for making travel arrangements to the predetermined location of pick up and delivery to Activities if I have chosen to purchase a transportation option from MOA, and/or for making travel arrangements to where the Activities will take place, and to select and purchase adequate travel insurance in either case, if required. The Releasees will provide NO such arrangements or travel insurance. The travel insurance should provide coverage against theft, personal accident, personal liability, and cancellation of tickets among other coverages. The Releasees accept NO responsibility for any costs associated with travel arrangements or travel insurance, nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I confirm that I am of the age of majority and that I have had ample time to read and ask questions regarding the Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement presented to me as part of the registration process. I fully accept the inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death that arise from participation in the Activities. I have understood the terms of the Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement, intending them to be binding upon my heirs, executors and assigns and all members of my family. 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 participating in the Activities, other than what is set forth in this Agreement.

Dated this _____ day of _____, 20_____.

Name of Participant (printed) _____

Signature of Participant _____