DOGSLEDDING & SNOWMOBILING WAIVER

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT FOR THE ARCTIC CHALET LTD.

Thank you for choosing to join one of our dogsledding or snowmobiling tours. We are proud of our efforts to promote the safety and enjoyment of our clients. Before you participate, you should know and appreciate the hazards which are inherent in taking part in a dog team or snowmobiling activity. By signing this statement, you acknowledge these hazards and accept responsibility for your own welfare. By signing this statement, you also acknowledge that you are participating in this activity as a result of your own freely made and fully informed decision and acknowledge that you are not aware of any medical conditions which should prevent you from taking part in this activity.

ASSUMPTION OF RISKS BY PARTICIPANT

By signing this Agreement, I acknowledge that I am aware that participating in this activity involves accepting the inherent and other risks, dangers and hazards associated with the activity, including, but not limited to:

1. Problems relating to the use of the dogs, sled, snowmobiles and equipment;
2. Weather related hazards which may prevent a return to the lodge at the scheduled time, and may include exposure to cold temperatures and snow;
3. Acts, omissions or negligence of the Arctic Chalet or other persons;
4. My own conduct or negligence, as well as the conduct or negligence of other participants;
5. Contact with bushes, trees, animals;
6. Conditions of the roads, trails and other terrain;
7. Problems or breakdown resulting from the use of the equipment.

By signing this Agreement I agree to assume these risks and the consequences that may flow from them (which may include sickness, injury and death).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Arctic Chalet allowing me to participate in this activity, and agreeing to provide equipment, facilities and the service of its agents, employees or other people, I agree as follows:

1. TO RELEASE the Arctic Chalet 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 this activity, due to any cause or whatsoever, including, without limitation, breach of contract, or breach of any statutory or other duty of care on the part of the Arctic Chalet (including, without limitation, negligence on the part of Arctic Chalet. “Negligence” under this Agreement includes lack of care, attention or diligence on the part of the Arctic Chalet with respect to my participation in any dogsled or snowmobile activity operated by the Arctic Chalet.

2. TO WAIVE ALL CLAIMS that I have or may have in the future, however arising, against the Arctic Chalet with respect to my participation in any dogsled or snowmobile activity operated by the Arctic Chalet.
3. TO HOLD HARMLESS AND INDEMNIFY the Arctic Chalet from any and all liability, including lawyer's fees (on a solicitor and own client basis) and court costs, for any property damage or personal injury to any third party, resulting from my participation in any dogsled or snowmobile activity operated by Arctic Chalet.
4. THAT all the terms of this Agreement shall be binding on me, my heirs, administrators, executors, successors, assigns, next of kin and representatives in the event of my death or incapacity. In this Agreement the "Arctic Chalet" means and includes the business operated by Arctic Chalet Ltd. Under the name of Arctic Chalet together with the officers, directors, employees and agents of such business from time to time and all successors and assigns thereof.
5. THAT this Agreement shall be governed in all respects by, and interpreted in accordance with, the laws of the Northwest Territories.

In entering into this Agreement, I am not relying on any oral, written or other representations made by the Arctic Chalet. This Agreement contains the entire Agreement between me and the Arctic Chalet Ltd.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I am not under the influence of alcohol or drugs that would influence my capacity to participate in this activity or sign this Agreement.

Arctic Chalet and Arctic Adventure Tours

Signature page for participants of dogsledding and/or snowmobiling

I have read the waiver of responsibility and agree to the conditions therein. I understand that I will participate in this activity entirely at my own risk.

Dated this day: _____

Please write clearly in CAPITAL letters and provide the information requested.

Full name _____

Phone number _____

Email _____

Signature _____

Full name _____

Phone number _____

Email _____

Signature _____

Full name _____

Phone number _____

Email _____

Signature _____

Full name _____

Phone number _____

Email _____

Signature _____

Full name _____

Phone number _____

Email _____

Signature _____