



## **RELEASE LIABILITY, WAIVER OF CLAIMS, ASSUMPTION AND ACCEPTANCE OF RISKS and INDEMNITY AGREEMENT**

**Green Feet, Ecosystem Services:**

**Dogsledding**  
539 Ivings Dr, Unit 18  
Port Elgin ON, N0H2C1  
(c) 705-321-8327  
(e-mail) [aleehutter@hotmail.com](mailto:aleehutter@hotmail.com)  
[www.greenfeetes.com/seasonal-services](http://www.greenfeetes.com/seasonal-services)  
[facebook.com/greenfeetes](https://facebook.com/greenfeetes)

*Please read carefully. By signing this document, you are giving up your right to sue or bring any type of court action in the recovery of compensation.*

**TO:** Green Feet, Ecosystem Services (referred to as Green Feet in this Release Agreement), its employees, support volunteers, guides, dog owners, sponsors, successors, property owners of all private properties being crossed, or representatives (collectively herein after known as 'Releasees'), and to Her Majesty the Queen in the right of the province of Ontario. (referred to as the 'Queen' in this document).

### **DEFINITIONS**

In this Release agreement, the term 'Dogsledding' shall include all activities, events or services provided, arranged, organized, conducted, or authorized by the Releasees including but not limited to travel to and from the Dog Sled Adventure terminus; set up, driving a sled dog team following a guide/instructor, driving a sled dog team beside my instructor, or riding in a sled with other customers or guide/instructors driving a dog team; orientational, instructional, and training sessions; petting or handling of dogs; and other such activities, events and services in any way connected with or related to Dogsledding.

### **ASSUMPTION AND ACCEPTANCE OF RISKS**

I am aware that Dogsledding, in addition to the usual inherit risks, involves many dangers, hazards and risks of injury, death or property damage which may include but are not limited to: Collision or upset of a dog team or sled with natural objects, vehicles, snowmobiles, or other dog teams or sleds; steep terrain where I may slip, fall or rollover; unstable or unpredictable weather conditions; temperature extremes; unfamiliar terrain where I may become lost, get off route, or become separated from the rest of the party; remote terrain which may hamper or prevent communication and result in delays in rescue or the unavailability of prompt medical assistance; rough terrain which may contain dangerous obstacles and hazards that may or may not be hidden or covered by snow including but not limited to: ice and snow cornices, tree wells, tree stumps, creeks, boulders, forest deadfall, holes or depressions below the snows surface, and carrying and difficult snow conditions; encounters with curious or aggressive wildlife, including bears, rodents, birds, Giardia parasite, or other non-domestic animals or parasites, or domestic animals; violent movement and unexpected forces that may aggravate previous injuries; injury incurred by the behavior of the dogs, or dog bites, of the dogs we are using in general; breakdown or failure of the equipment or any manner or injury resulting from use, misuse, non-use and failure of any equipment; negligence of other passengers and NEGLIGENCE ON THE PART OF THE

RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH DOGSLEDDING.

I understand that these activities may require reasonable physical conditioning and a degree of mobility to enter and exit the sled, to ride on the sled, and/or to stand on the sled or cart. I believe that I have the physical conditioning and mobility necessary for me to engage in these activities safely. Otherwise **I have disclosed any medical or physical limitations** that may affect my ability to partake in dogsledding activities to my guides.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, and HAZARDS and THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Green Feet permitting me to participate in Dogsledding upon the lands owned by the queen or elsewhere, I hereby agree as follows:

1. **To waive all claims** that I have or may in the future have against the **releases, and to release the Releases** 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 Dogsledding 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, R.S.BC 1996, c 337* on the part of the releases, and including the failure on the part of the releases to safeguard or protect me from the risks, danger and hazards referred to above.

2. **To hold harmless and indemnity** the Releases from any and all liability for any damage to property of, or personal injury to, any third party resulting from participation in dogsledding

3. **I acknowledge** that the enjoyment and excitement of a Green Feet dog sled adventure or other Green Feet activity is derived from being in the wild outdoors far from the comforts and security of populated areas and that the inherent risks of outdoor adventure contribute to such enjoyment and excitement

4. **I confirm** that I am of or past the full age of 18 years and that I have read and understood this Agreement prior to signing it. Otherwise, I am a parent or authorized guardian over the age of 18 years of age and I have read, understand, agree to and signed this document on behalf of the minors I am accompanying and including in the activities requested and purchased for my minor participants.

5. **I agree** that this Release agreement will be binding upon my heirs, next of kin, executors, administrators, successors or assigns and that this is my original signature and has not been signed by or copied by anyone else whatsoever.

6. **I agree** to give up any right or claim to compensation for the use by Green feet for promotional purposes, any photographic image taken of me during any tour or activity with Green Feet.

7. **I agree** that this release agreement and any rights, duties, and obligations as between the parties to this Release agreement shall be governed in all respects by and be interpreted in accordance with the laws of Ontario and no other jurisdiction

In entering into this agreement, I am not relying on any oral, written or visual representation or statements made by the Releasees, or by the Queen, other than what is set forth in this Release Agreement, to induce me to agree to participate in Dogsledding.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.**

Signature of Participant	
Date	
Signature of Parent/Guardian if under 18yrs of age	
Name of children (under 18yrs)	

Signature of witness	
Print Witnesses name clearly	

Participant Phone Number	Participant Mailing Address: City Province Postal Code

**Before you depart!**

Please consider the following recommendations in wearing proper clothing conducive to the sport of dogsledding. Following is an example of what the guides wear or clothing they may bring no matter what the temperature

- wool socks layered over top of cotton socks
- mitt liners (ie finger gloves) and overmitts
- silk or synthetic long underwear
- long sleeve undershirt and sweater
- polar fleece and jacket
- gortex or waterproof outer jacket and snow pant
- winter boots that are not confining
- warm hat that covers the ears, chin, forehead (ie balaclava) or can be tied under the chin (mushers cap and neck warmer).

**The winter cold is unforgiving! Please dress appropriately!**

Please ensure you have gone to the washroom, are well hydrated, and have had a moderate snack before heading out. Dogsledding is sometimes very strenuous! If there is anything your guide should know before you head out, please STRIVE to communicate anything they should know before departing or beginning your activity (ie previous injuries or weaknesses, allergies, etc)

**Enjoy!**