



ALIVE OUTDOORS INC.

**PARTICIPANT (Adult, Teacher, Faculty Member) Acknowledgement of Risk, Waiver and Indemnity Agreement ("Agreement")**

PARTICIPANT NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME OF ASSOCIATED SCHOOL/ORGANIZATION: \_\_\_\_\_

PROGRAM DATES: \_\_\_\_\_

PROGRAM LOCATION: \_\_\_\_\_

PARTICIPANT EMAIL: \_\_\_\_\_ PARTICIPANT PHONE: # \_\_\_\_\_

**IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY AND DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT, COMPLETELY UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**ACKNOWLEDGEMENT & ACCEPTANCE OF RISK AND RESPONSIBILITY**

I, \_\_\_\_\_ (the "Participant") acknowledge that the Participant has been offered an opportunity to take part in the above-specified program (the "Program") operated by ALIVE Outdoors Inc. I acknowledge that I have read a description of the Program and understand all of the inherent and potential risks of the intended activities related to the Program. I understand that the Participant's participation in the Program involves the Participant's use of facilities and equipment at the Program. I acknowledge that I have been informed of my right to obtain as much information about the Program as I feel is necessary.

In signing this Agreement, I acknowledge that I am not relying on any oral or written representation or statements that may have been made by ALIVE Outdoors Inc. to induce me to permit the Participant to participate in the Program, other than those set out in this Agreement. I acknowledge that in all circumstances, any and all liability of ALIVE Outdoors Inc. in relation to the Program shall be determined in accordance with the terms of this Agreement.

**ACCOMMODATION**

I am aware that the following types of accommodation may be utilized during the Program: winterized and non-winterized cabins, tents, tarps, hotel facilities and private accommodations ("Accommodation"). Depending on the Program, I understand that Participants may also spend several nights sleeping outdoors.

I acknowledge that I have read the clothing and equipment list provided by ALIVE Outdoors Inc. and will undertake to provide all necessary clothing and equipment to the Participant. I accept full responsibility for inadequate clothing or equipment and for clothing and equipment which I fail to provide to the Participant.



## **ACTIVITIES**

I understand that portions of the Program may take place in a wilderness environment and that the Participant may be participating in activities (“Activities”) including:

- rock and wall climbing, hiking, backpacking, high and low ropes course activities;
- swimming in lakes, jumping off diving boards, jumping on water trampolines and the like, canoeing and kayaking on lakes, paddle boarding, motorboat or barge transport;
- biking, archery, cross-bow, zip-lining;
- fire-building, cooking over a fire or camp stove, wood carving with the use of knives and fire, orienteering, team-adventure races;
- tennis, basketball, yoga, ultimate Frisbee, football, soccer and other general sports;
- traditional camp games, outdoor-living skills games, portaging on potentially uneven terrain, camping in tents in remote areas including developed and undeveloped campgrounds in rural and wilderness areas.

If the Program takes place in the winter, I understand that Activities may also include:

- snowshoeing, tobogganing, cross-country skiing, lake ice travel, hockey, broomball, skating on lakes or ponds, dog sledding, snow sports and sleeping overnight in a quinzee (snow shelter), tarp, tent, or wood stove heated wall tent, ice climbing, downhill skiing/snowboarding on commercial hills and riding chairlifts without direct supervision.

## **RISKS**

I understand that the Participant’s participation in the Program, including in the associated Activities listed above, involve a risk of serious and/or permanent injury or death and damage to or loss of property. I understand and acknowledge that the Participant may suffer serious and/or permanent injury or death, or damage to or loss of property, resulting directly or indirectly from his/her own negligence, failure to follow direction, misadventure or unavoidable or unintentional accident. I also understand and acknowledge that all of the potential risks cannot be listed in this Agreement.

I understand that the Program may involve other risks including restricted availability of immediate medical assistance; the conduct of other Participants, whether or not such conduct is negligent or reckless; and the contraction of a contagious illness or communicable disease. I understand that the Participant’s participation in the Program may negatively affect his/her future ability to study, work, or engage in social or recreational activities.

## **UNFORESEEN EVENTS**

I understand that ALIVE Outdoors Inc., sometimes in partnership with staff from the host site, will be facilitating Activities of the Program. I understand that despite all reasonable precautions being in place to provide proper organization, supervision and equipment for all Activities, circumstances may arise which are not foreseeable or which are beyond their control. I understand and acknowledge that ALIVE Outdoors Inc. is not responsible for any damages caused by the delay or failure to perform or complete any Activities or to provide any transportation or Accommodation when such delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.



**ACKNOWLEDGEMENT & ASSUMPTION OF RISK**

I acknowledge that I have read, understand and agree with all of the terms of this Agreement, and have had the opportunity to obtain independent legal advice with respect to the terms of this Agreement. I hereby provide my full, voluntary and informed consent to the Participant’s participation in the Program.

\_\_\_\_\_  
*Initial*

**ASSUMPTION OF RISK:**

I assume any and all risks, including, but not limited to any serious and/or permanent injury or death and damage to or loss of property associated with the Participant’s participation in the Program.

**WAIVER AGREEMENT NOT TO SUE, AND INDEMNITY**

In exchange for ALIVE Outdoors Inc. permitting the Participant to participate in the Program, I agree to the following:

\_\_\_\_\_  
*Initial*

- a. I waive any and all liability of ALIVE Outdoors Inc., including vicarious liability, except in circumstances of gross negligence or wilful misconduct;
- b. I will not commence or participate in any type of claim or lawsuit against ALIVE Outdoors Inc., except in circumstances of gross negligence or wilful misconduct; and
- c. I release, indemnify, hold harmless and forever discharge ALIVE Outdoors Inc. for any losses or injury related to the Participant’s participation in the Program, except in circumstances of gross negligence or wilful misconduct.

**MEDICAL & EMERGENCY AUTHORIZATION**

To the best of my knowledge, the Participant does not have any contagious illnesses and is physically, mentally and emotionally capable of participating in all Activities of the Program. I am not aware of any reason, health-related or otherwise, why the Participant would not be capable of participating in the Activities planned for this Program.

If, to my knowledge, the Participant has any significant change in his/her health condition prior to the commencement of or during the Program, I will inform ALIVE Outdoors Inc. immediately. I acknowledge that my failure to do so may result in the Participant’s inability to participate or remain in the Program.

I acknowledge that I have fully read and completed the Medical Form provided by ALIVE Outdoors Inc. and accept full responsibility for the information and any errors or omissions on the Medical Form.

I acknowledge that I have obtained necessary medical and travel insurance for the Participant for the duration of the Program.

**RULES AND REGULATIONS**

I agree that any violation of the rules of ALIVE Outdoors Inc. or of the Program by the Participant, or any behaviour or health status that puts the Participant or others at physical or emotional risk may result in the dismissal of the Participant from the Program at the sole discretion of ALIVE Outdoors Inc. I agree to



accept financial responsibility for any costs incurred should the Participant be sent home or dismissed from the Program for any reason, such as sickness or behavioural issues.

**EXCLUSIVE JURISDICTION, APPLICABLE LAW AND CLASS ACTION WAIVER**

I agree that any dispute relating to the Participant’s participation in the Program shall be litigated, if at all, before the Superior Court of Ontario located in Toronto, Ontario. The applicable law to be applied to any dispute shall be the law of the Province of Ontario.

I waive any and all rights to participating in a class action lawsuit against ALIVE Outdoors Inc.

**MISCELLANEOUS PROVISIONS**

ALIVE Outdoors Inc. includes its employees, directors, officers, designates, representatives, agents, successors and assigns. This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators and representatives, successors and assigns.

This Agreement constitutes the entire agreement. If any provision of this Agreement is held by a court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect as drafted.

I consent to photos and videos taken at the Program by ALIVE Outdoors Inc. to be used for promotional purposes for the benefit of ALIVE Outdoors Inc. without compensation.

***You must be over the age of 18 years old at the time of signing this Agreement. If you are not over the age of 18 you are required to have your custodial parents/guardians sign the PARENT/GUARDIAN form.***

**I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE:**

Print “I have read all of the above and I agree”: _____  Printed Name: _____  Signature: _____ Date: _____
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