



RENFREW COUNTY ATV CLUB RELEASE AGREEMENT

CLICKING AGREE MEANS THAT YOU HAVE READ THIS DOCUMENT AND YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

TO: The Ontario Federation of All Terrain Vehicle Clubs (the "Organization"), and the Organization's affiliates and clubs, and each of their respective directors, officers, shareholders, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the "Releasees")

DEFINITION: In this Release Agreement: the term "ATVing" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; recreational activities undertaken during the atv tour; travel by atv; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads, unassumed road allowances, and trails.

ASSUMPTION OF RISKS: I am aware that ATVing involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other atvs and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of atvs and related equipment; extreme and rapidly changing weather conditions; encounters with wildlife including bears; the failure to operate an atv safely or within one's own ability; negligence of other atvers and other persons; 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 REFERRED TO ABOVE. In the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ATVing AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I FURTHER ACKNOWLEDGE AND ASSUME ANY AND ALL SUCH RESPONSIBILITY OVER ANY PASSENGERS OF MY ATV THAT MAY PARTICIPATE IN ATVing.

1 OF 2 PAGES



613-585-9236

info@renfrewcountyatv.ca

renfrewcountyatv.ca





RENFREW COUNTY ATV CLUB RELEASE AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the RELEASEES agreeing to my participation in ATVing and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. 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 ATVing, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE RELEASEES, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ATVing REFERRED TO ABOVE;
2. I SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all losses, damages, liabilities, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my participation in ATVing;
3. This Release Agreement shall be binding on and shall enure to the benefit of me and my heirs, next of kin, executors, administrators, assigns and representatives and the Organization and its successors and assigns;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of such Courts.
6. This Agreement constitutes the entire agreement of the Organization and I with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release Agreement is held to be invalid or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY ACKNOWLEDGING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**TO COMPLETE YOUR REGISTRATION AND ATTEND
RCATV CLUB EVENT(S) YOU'LL NEED TO CLICK "AGREE"**

2 OF 2 PAGES



613-585-9236

info@renfrewcountyatv.ca

renfrewcountyatv.ca

