

## Blaq Bear Eco Adventure Routes and Blaq Bear Adventures

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTIONAL AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

Initial

Please Print Name:

Address:

**To: Blaq Bear Eco Adventure Routes, Blaq Bear Adventures, (hereinafter referred to as "BLAQ BEAR") And to: Her Majesty the Queen in right of the province of Ontario (hereinafter referred to as "THE PROVINCE")**

#### 1. ASSUMPTION OF RISKS

I am aware that walking, hiking, snowshoeing, skiing, swimming, wilderness travel, trail and road cycling, canoeing, kayaking and transportation (hereinafter collectively referred to as the "**ACTIVITIES**") involve risks, dangers, and hazards including, but not limited to: loss of balance or control; uneven terrain, wet surfaces, snow and ice, streams or creeks, extreme weather and storms, loss of visibility, tripping; exposed roots and rocks, collisions; impact with trees, rocks, equipment, vehicles and structures, other clients, insects; exposure to infectious disease, bacteria, or virus, INCLUDING BUT NOT LIMITED TO COVID-19, or irritants they may carry, water hazards; drowning, hypothermia, large waves, navigational errors; inaccurate maps or GPS tracks, improperly marked or maintained trails, incomplete or misleading instructions or descriptions from the PROVINCE, BLAQ BEAR, their staff and contractors, transportation hazards; vehicle rollovers, improperly loaded roof racks or luggage gear compartments, and **NEGLIGENCE ON THE PART OF OTHER CLIENTS, BLAQ BEAR OR THEIR STAFF OR CONTRACTORS. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE OF BLAQ BEAR, THEIR STAFF AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, AND I FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

In consideration of BLAQ BEAR and THE PROVINCE allowing me to participate in the ACTIVITIES agreed to, I agree as follows:

**2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against BLAQ BEAR and its employees and contractors (hereinafter collectively referred to as "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 resulting from participation in the ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.**

**3. TO HOLD HARMLESS AND INDEMNIFY:** - Knowing the risks described above, I agree, on behalf of my family, heirs, next of kin, executors, administrators and personal representative(s) or assigns, to assume all the risks and responsibilities surrounding my participation in the ACTIVITIES. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify the RELEASEES from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer including but not limited to medical costs, search and rescue, evacuation, and litigation, or for which I may be liable to any other person, related to my participation in the ACTIVITIES (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

**4. Any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario, and shall be within the exclusive JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO.**

**5. In entering this agreement I am not relying on any oral or written representation or statements made by the RELEASEES with respect to the safety of the ACTIVITIES set forth in this agreement.**

**6. By signing this agreement, I hereby grant to Blaq Bear and any licensees, agents, and assignees thereof (collectively, "Photographer") the perpetual, irrevocable, global and unrestricted right to use, reproduce, publish and copyright (collectively, "Use") my picture, likeness, and voice (collectively, "Image") in any media for publicity, art, advertising, trade, or for any other lawful purpose. I understand that my Image may be substantially edited, altered, or modified. I hereby waive any right to inspect or approve Photographer's Use of my Image in any media. I release Photographer and any legal representatives and thereof from any claims in connection with the Use of my Image.**

**7. I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Risk, that in doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent. I have read and understood the foregoing and acknowledge my consent to the terms of this Waiver & Assumption of Risk by signing this Waiver.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of applicant	Signature of witness
Print name clearly	Print name clearly