

Blaq Bear Eco Adventure Routes

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, Algoma Highlands Conservancy, Stokely Creek Lodge, (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 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 rock, snow and ice, streams or creeks, extreme weather and storms, loss of visibility, tripping; exposed roots and rocks, deadfall, tree roots and stumps, 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 THAT THE TRAILS ARE NOT MAINTAINED THIS WINTER (2021). I AM PREPARED TO BREAK TRAIL IN DEEP SNOW FOR THE ENTIRE ROUTE. I AM USING THE TRAILS AT MY OWN RISK. I AM AWARE THAT CELL COVERAGE IS POOR TO NONEXISTENT ALONG THE ROUTE AND AT NORM'S.

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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.

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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 my 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.**

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3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all property damage or personal injury to any third party; any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in the ACTIVITIES. this agreement shall be effective and binding upon my heirs, next of kin, executors and administrators, assigns and representatives in the event of my death or incapacity;

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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.

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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.

Signed this _____ day of _____, 20_____.

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