

# Whitecourt ATV Club

"It's Not What You Ride But That You Ride"



## RELEASE AGREEMENT

Release of liability, waiver of claims, assumption of risks and indemnity agreement hereinafter referred to as the "Release Agreement". By reading and understanding this agreement, I/we will waive or give up certain legal rights, including the right to sue or claim compensation following an accident. Please read carefully! The Whitecourt ATV Club and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns all of whom are hereinafter referred to 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 Risk:

I/we am/are 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; encounter with wildlife including bears; avalanches; the failure to operate an ATV safely or within one's own ability; negligence of other ATVer's and other persons; and negligence on the part of the releasees, including the failure by the releasees to safeguard or protect me/us from the risks, dangers and hazards referred to above. Communication may be difficult, and 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/we am/are aware of the risks, dangers and hazards associated with ATVing and I/we freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage or loss resulting therefrom.

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement:** In consideration of the Releasees agreeing to my/our participation in ATVing and permitting my/our use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we hereby agree as follows:

1. To waive any and all claims that I/we 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/we may suffer or that my/our next of kin may suffer, as a result of my/our participation in ATVing, 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*, on the part of the Releasees, and further including the failure on the part of the Releasees to safeguard or protect me/us from the risks, dangers and hazards or participating in ATVing referred to above.
2. To hold harmless and indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from my/our participation in ATVing.
3. This Release Agreement shall be effective and binding upon my/our heirs, next of kin, executors, administrators, assigns and representatives, in the event of my/our death(s) or incapacity.
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 where the ATVing takes place and no other jurisdiction.
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the ATVing takes place and shall be within the exclusive jurisdiction of the Courts of that province.
6. In entering into this Release Agreement I/we am/are not relying on any oral or written representations or statement made by the Releasees with respect to the safety of participating in ATVing, other than what is set forth in this Release Agreement.

## PHOTO/VIDEO RELEASE AGREEMENT

I/we grant the Whitecourt ATV Club and its representatives the right to take photographs and/or videos of me/us and my/our property in connection with club events/fundraisers/social activities. I/we authorize the Whitecourt ATV Club, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I/we agree that the Whitecourt ATV Club may use such photograph and/or video of me/us with or without my/our name(s) and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.