



# Step it Up Adventures

## Hiking, Snowshoeing and Back Country Guides/Tours

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

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

WHENEVER "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED IN THIS AGREEMENT, IT REFERS TO ALL RELEASORS WITHOUT HAVING TO RESTATE THAT INTENT EVERY TIME "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED.

#### DEFINITIONS

"Agreement" means this "Release of Liability, Waiver of Claims, Warning, Assumption of Risk and Indemnity".

"Activities", whether in the singular or plural: means all related activities/events such as: hiking, snowshoeing and backcountry camping.

"Equipment" means all equipment offered for use or rent by Step it Up Adventures, including snowshoes, crampons, headlamps, camping equipment (tents, tarps, cooking appliances, etc.) used to participate in an activity.

"Minors" means all minor participants named below.

"Releasors" means all participants signing this agreement and all minors and all other participants on behalf of whom a signatory signs this agreement.

#### ACTIVITY ADVISORY

**Be advised:** You must sign this agreement to participate in activities with Step it Up Adventures. I understand, accept and agree that the activity length may be affected by weather, environmental conditions, fitness level and other factors outside of Step it Up Adventures control. Additionally, that Step it Up Adventures reserves the right to cancel or cut an activity short of its scheduled length should a safety concern arise including, but not limited to: inclement weather, unfavourable environment conditions and/or participate/guide wellness, injury and/or fitness level.

#### AGREEMENT EFFECTIVE UNTIL REVOKED

I UNDERSTAND, ACCEPT AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL THE COMPLETION OF THE ACTIVITY. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY TO EACH DAY IN A MULTI-DAY ACTIVITY SUCH A BACKCOUNTRY.

#### ACKNOWLEDGMENT OF DANGERS AND RISKS

I understand, accept and agree that participation in activities, including the use of equipment, is HAZARDOUS and involves risks of bodily injury that may include serious permanent disability or death. I acknowledge and accept all dangers and risks associated with the activity, including the use of equipment, whether expressly listed in this agreement, whether known or unknown to me, or whether or not inherent risks of the activities. UNDERSTANDING AND ACCEPTING ALL DANGERS AND RISKS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITY, INCLUDING THE USE OF EQUIPMENT, OR VOLUNTARILY CHOOSE TO ALLOW ANY RELEASOR TO PARTICIPATE IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT.

I understand, accept and agree that the activities involve numerous dangers and risks including unpredictable or variable weather conditions; wildlife and domestic animal encounters; exposure to the elements; lack of shelter; trees, stumps, branches, and limbs; tree wells; unmarked obstacles; natural features, objects, or debris; open water; rugged mountainous terrain; cliffs; ravines; slick or uneven walking surfaces. I understand, affirm and agree that: (i) I have the physical fitness and dexterity and the knowledge required to safely complete the activity with the (hike, snowshoe, back country camp); (ii) falls and injuries can occur; (iii) I will exercise caution around and will avoid sharp drop offs, loose large rock areas or other insecure ground area that I may encounter at any time. Further, I accept the responsibility to take precautions to always avoid hazards while hiking, walking, snowshoeing, backcountry camping or participating in other related activities. If applicable, I agree to read to, or to have Minor or other Releasors read, and to explain to Minor or other Releasors, if necessary, all policies.

\_\_\_\_\_ (Initials)

### **AGREE TO ABSTAIN FROM THE CONSUMPTION OF ALCOHOL AND DRUGS**

I understand, accept and agree not to be under the influence of alcohol or drugs while participating in the activity.

### **AGREE TO ABIDE BY ALL BEAR WISE INSTRUCTIONS**

I understand, accept and agree to follow all bear wise related instruction provided by Step it Up Adventures.

### **VOLUNTEERS**

If I volunteer to assist with the preparation, administration, management or governance of an activity, I understand, accept and agree that (a) I am not an employee of Step it Up Adventures, regardless of any non-cash remuneration for time and services which I may receive; (b) **I am not covered by Workers' Compensation** nor entitled to any benefits under Workers' Compensation law, except for those jurisdictions in which I would be covered as a matter of law; and (c) I am hereby advised to obtain my own medical coverage for my volunteer position.

### **ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION**

In consideration for permitting me to participate in activities, including use of equipment, and with knowledge of the dangers and risks involved, I **UNDERSTAND, ACCEPT AND AGREE** to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me arising from my participation in any activity, use of equipment or the administration of care; (2) **WAIVE, RELEASE and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against Step it Up Adventures and any of their respective owners, employees, volunteers, staff, agents and insurers that are based on, arise or result from in whole or in part, participation in any activity, use of equipment or the administration of care, and without limitation any and all claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, to the fullest extent legally permitted, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and any duty of care owed under the applicable Occupiers' Liability Act; (3) **PERSONALLY INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from and against any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from participation in any activity, use of Equipment or administration of care, and any loss, damage or injury, including death, that may be sustained by me, or caused to other participants or their property by me, whether such matters are brought by myself, a third party or on behalf of any other person (including Releasers). I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my behalf as a result of the participation in an activity, use of equipment or administration of care. **I understand and agree that by accepting this Agreement on behalf of any Releaser, I am representing and warranting that I am legally authorized to execute this Agreement on their behalf, and that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of every Releaser should they refuse to accept or carry out the terms and conditions of this Agreement.**

### **CONSENT TO MEDICAL TREATMENT/TRANSPORT**

I authorize Step it Up Adventures staff and/or authorized personnel including volunteers to call for medical care, treatment and/or procedures (collectively, "care") for me or to transport me to a medical facility or hospital if, in the opinion of Step it Up Adventures staff and/or authorized personnel, care is needed. I also consent to any care given by Step it Up Adventures staff and/or authorized personnel prior to transport to a medical facility or hospital. I knowingly and voluntarily consent in advance to such administration of care. Further, I agree to pay all costs associated with such administration of care and transportation provided for me and to indemnify and hold harmless the Released Parties from any costs incurred therein.

### **GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL**

In consideration for permitting me to participate an activity, I agree that, to the fullest extent permitted by law, **ALL** claims arising from or related to any activity including bodily injury, permanent disability or death, and all matters concerning this agreement, shall be **GOVERNED BY THE LAW OF THE PROVINCE OF ONTARIO**, without regard to any conflict of law principles, and that **EXCLUSIVE JURISDICTION** shall be **THE PROVINCIAL OR FEDERAL COURT WITH JURISDICTION WHERE THE ALLEGED INCIDENT OCCURRED. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACTIVITY, INCLUDING FOR INJURY TO PERSON OR PROPERTY AND/OR DEATH.**

\_\_\_\_\_ (Initials)

**CONSENT TO USE OF IMAGE** Through an interaction with Step it Up Adventures, I grant to Step it Up Adventures (including agencies and contractors acting on their behalf) a worldwide, royalty-free, irrevocable, non-exclusive and sub-licensable right and license to reproduce, modify, publish and distribute my image, likeness and performance in any and all forms of media now known or hereafter devised, including online and in social media.

**AUTHORITY AND CAPACITY**

This agreement shall be binding to the fullest extent permitted by law. If any provision of this agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND WARRANT THAT (A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW AND (B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE OF THE RELEASOR(S), I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S), AND THAT SUCH RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASORS, OTHER RELEASORS SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT. This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

**WHEN YOU HIKE, WALK, SNOWSHOE OR BACKCOUNTRY CAMP IN ONTARIO, THE FOLLOWING SHALL APPLY:** By signing this agreement, you waive or give up certain legal rights including, but not limited to, THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE APPLICABLE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY.

**I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, DISTRIBUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES. BY CLICKING "I AGREE" OR SIGNING BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS.**

Print Name (Participant) \_\_\_\_\_ Date of Birth \_\_\_\_\_

\_\_\_\_\_  
Signature Participant or parent/legal guardian is participant is under 18.

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