



## THE OUTDOOR COLLECTIVE PARTICIPANT AGREEMENT

***AGREEMENT Including Acknowledgement and Assumption of Risks, Waiver of Claims, Release of Liability, and Indemnification (hereinafter collectively called the "Agreement"), for Participation in Activities of The Outdoor Collective event, (hereinafter called the "Collective") organized and delivered by Camp Arowhon Ltd., Camp Arowhon Outdoor Centre, and ALIVE Outdoors Inc.***

**Be Aware Notice: By signing this Agreement, you will WAIVE CERTAIN LEGAL RIGHTS, including the RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT, and you will ACCEPT LEGAL OBLIGATIONS. *Please Read the following Agreement Carefully!***

\_\_\_\_\_ (Initial here that you have read and accept the **Be Aware Notice**)

### PARTICIPANT'S PERSONAL INFORMATION:

Name of Participant (*please print*): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### AGREEMENT:

In consideration for being allowed to participate in the **Collective**, I hereby declare that I understand and agree as follows:

#### **Acknowledgement and Assumption of Risks**

- (1) That, by registering for the **Collective**, I agree to participate in various activities which include, but are not limited to, the following: camping, rock climbing, indoor gym climbing, high ropes courses, challenge courses, rappelling, vehicular travel, hiking, fire lighting, cooking, swimming, water and land based rescues, outdoor games, collecting wood, classroom based learning, social events, communal living, and communal eating. I am aware that the **Collectives'** activities take place in hazardous terrain and involve various risks, dangers and hazards which are inherent to outdoor education experiences. Hazardous terrain may include, but is not limited to: severe weather, storms, and rapidly changing weather, rock, ice and trees/branches falling, falling and slipping, high winds, moving water, cold water as well as cold ambient temperatures, negligence of other persons, mechanical failure of vehicles, failure of equipment, and travel to and from activity sites. I am aware that these risks, dangers, and hazards can be mitigated by reasonable risk management, but might nevertheless materialize in potentially harmful ways, including but not limited to:

- Abrasions, bruises, and cuts to skin and/or flesh, and injuries to bones, muscles, ligaments, tendons, joints, nerves, eyes, ears, teeth and internal organs, including concussion, or even death, resulting possibly from:
  - Slips and falls on slippery, rocky and wet terrain;
  - Collisions with trees, rocks, other natural or unnatural obstacles, and other individuals;
  - Falling rocks, ice, branches or equipment;
  - Falling from height while being belayed, using an auto belay device, bouldering, lead climbing, performing rescues, or aerial maneuvers.
- An increased load on the heart due to physical exertion, which may result in dizziness, shortness of breath, and, in extreme circumstances, heart attack;
- Dehydration related to physical exertion, sun, wind, or cold exposure;
- Ingesting contaminated food or water during activities or during communal eating (i.e., food services);
- The possibility of cold related illnesses or hypothermia from immersion in cold water, hiking, climbing, swimming, or sleeping with insufficiently warm clothing or bedding;
- The possibility of inadvertent immersion in cold water and drowning due to heart attack, hypothermia, failure of personal protective equipment, or collision with rocks, underwater obstacles, logs, or floating vessels;
- Burns from handling fires and hot stoves;
- Possibility of exposure to biting insects, ticks, poison ivy, other poisonous plants, and potentially dangerous domestic (dogs) and wild animals, such as bears, moose, wolves, skunks, and other ungulates;
- Becoming lost or separated from other **Collective** participants and instructor(s) in a wilderness area;
- Any manner of injury resulting from motor vehicle or traffic accidents in travelling to and from and parking at the **Collective** location.
- Damage, vandalism, theft or loss of, personal property;

**I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, illness, death, property damage or loss, resulting therefrom.**

\_\_\_\_\_ (Initial here that you have read and accept the **Acknowledgement and Assumption of Risks** paragraphs)

**Waiver of Claims, Release of Liability, and Indemnification**

- (2) **TO WAIVE ANY AND ALL CLAIMS** directly or indirectly connected to the **Collective** that I have or may have in the future against the **Collective**, including its members, officers, directors, owners, employees, agents, volunteers, and independent contractors, including the **Collective** instructor(s) (all of whom are hereinafter collectively referred to as "**the Releasees**");
- (3) **TO RELEASE THE RELEASEES** from any and all liability for any personal or property loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the **Collective** due to all causes, which include: **NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS OF THE COLLECTIVES' ACTIVITIES;**
- (4) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the **Collective**;

\_\_\_\_\_ (Initial here that you have read and accept the **Waiver of Claims, Release of Liability, and Indemnification** paragraphs)

**Other**

- (5) That I will comply with all instructions of the **Collective** instructor(s) respecting the **Collective**, and that my failure to do so may result in my immediate dismissal from the **Collective** without compensation or refund;
- (6) That I will comply with all rules and regulations of the **Collective** and the rules of Camp Arowhon Ltd., and the Camp Arowhon Outdoor Centre, and that my failure to do so may result in having to pay for the cost of damages and expenses to facilities and equipment caused by my negligent, reckless or wilful actions;
- (7) That I am in good health and physical condition, such that I will not be overtaxed by the physical demands of participation in the **Collective**;
- (8) That it is strongly recommended that I acquire personal accident insurance for the duration of the **Collectives'** activities to ensure that, in the event that I suffer serious injury while participating in the **Collective**, I will receive compensating benefits that are not available under regular health plans.
- (9) That it is my responsibility to ensure that I have proper equipment and clothing for the **Collectives'** activities;
- (10) That this **Agreement** shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- (11) That this **Agreement** and any rights, duties and obligations as between the parties to this **Agreement** shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and any litigation related in any way 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.
- (12) That, once signed, this **Agreement** may be copied and preserved by the **Collective** in electronic format, and that each such electronic **Collective** copy shall be deemed to be an original.
- (13) That the **Collective's** agent(s) may make visual and/or audio recordings of me and may use these recordings for future promotional purposes in relation to the **Collective**, in perpetuity without compensation to me.

\_\_\_\_\_ (Initial here that you have read and accept **paragraphs 5 through 13**)

**I HAVE READ AND UNDERSTOOD AND INTEND TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY. I EXECUTE THIS AGREEMENT VOLUNTARILY.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF WITNESS

**This Agreement must be completed in full, initialled where required, signed and dated before the Participant may have any involvement in the Collectives' activities.**

Effective as of January 10, 2018