



Liability Waiver

Please read carefully; By signing this document you are giving up your right to sue.

To: Snowy Owl Sled Dog Tours Inc. (referred to as Snowy Owl in this agreement) and to Her Majesty the Queen in right of the province of Alberta. (referred to as the "Queen" in this agreement).

In Consideration Snowy Owl is accepting my application for reservation and I/we are being permitted to participate in any Snowy Owl sled dog tour or activity upon the lands owned by the Queen or elsewhere, under the following conditions; **I/we agree to grant this release from liability, waiver all claims and agree not to sue, and to agree to assume all risks of the sled dog tour activity either by participating in presented driving, riding or touring options and that I/we have agreed to participate in, some of which are described below.**

1. **I/we hereby waive any and all claims that I/we may now and in the future have against Snowy Owl, it's officers, directors, employees, agents, servants, and representatives (collectively referred to as "its staff") or the Queen for any personal injury, death, property damage, or loss including economic loss sustained by me or any other person as a result of my participation in any sled dog tour or any other activity with Snow Owl due to any cause whatsoever, including without limitation negligence on the part of Snowy Owl, its staff or the Queen.**

2. **I/we am aware** that a trip with Snowy Owl involves transportation by vehicle, dogsled, and on foot and that these activities have in addition to the usual inherent dangers, hazards and risks which may include but are not limited to;
 - a. Risk of injury, death or property damage due to collision or upset of a dog team or sled with natural objects, vehicles or other dog teams or sleds.
 - b. Steep terrain where I may slip, fall or rollover may cause personal injury, death or property damage.
 - c. Unstable or unpredictable weather conditions which may cause injury, death or property damage due to extreme temperatures and which may prevent travel to, from, or within an area.
 - d. Unfamiliar terrain where I may become lost, get off route or become separated from the rest of the party.
 - e. Remote terrain which may hamper or prevent communication and result in delays in rescue or the unavailability of prompt medical assistance.
 - f. Snowy Owl, it's staff, its dogs, the Queen and other travelers who by their conduct including negligence, may cause injury, death or property damage.

- g. Rough terrain which may contain dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles may include but are not limited to: ice and snow cornices, tree wells, tree stumps, creeks, boulders, forest deadfall, holes or depressions below the snow surface, and carrying and difficult snow conditions.
- 3. **I/we accept** all the dangers and risk of Snowy Owl sled dog tours and other Snowy Owl activities and the possibility of personal injury, death, property damage or loss resulting there from.
- 4. **I/we acknowledge** that the enjoyment and excitement of a Snowy Owl sled dog tour or other Snowy Owl activity is derived from being in the wild outdoors far from the comforts and security of populated areas and that the inherent risks of outdoor adventure contribute to such enjoyment and excitement.
- 5. **I/we am not relying** on any oral, written or visual representation or statements made by Snowy Owl, its staff, those in its brochures, or by the Queen, to induce me to go on any Snowy Owl activity or tour, whether driving a sled dog team following a guide/instructor, driving a sled dog team beside my instructor or riding in a sled with other customers or guide/instructors driving a dog team or any activity sold by Snow Owl Sled Dog Tours Inc.
- 6. **I confirm** that I am of or past the full age of 18 years and that I have read and understood this Agreement prior to signing it and agree that this Liability Waiver will be binding upon my heirs, next of kin, executors, administrators, successors or assigns and that this is my original signature and has not been signed by or copied by anyone else whatsoever. (A Parent or authorized Guardian over the age of 18 years of age must read, understand, agree to and sign this document on behalf of the minors they are accompanying and including in the activities requested and purchased for their minor participants).
- 7. **I/we agree** to give up any right or claim to compensation for the use by Snowy Owl for promotional purposes, any photographic image taken of me during any tour or activity with Snowy Owl.
- 8. **I/we agree** that this Agreement shall be governed in all respects by and be interpreted in accordance with the laws of Alberta.

Signed this ____ day ____ year 20 ____.

In the presences of: Witness Signature _____ Witness Print _____

Applicants Names:

- 1. NAME: (Please print) _____ SIGNATURE: _____
- 2. NAME: (Please print) _____ SIGNATURE: _____
- 3. NAME: (Please print) _____ SIGNATURE: _____
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- 5. NAME: (Please print) _____ SIGNATURE: _____
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| 33. NAME: (Please print) | _____ | SIGNATURE: _____ |
| 34. NAME: (Please print) | _____ | SIGNATURE: _____ |
| 35. NAME: (Please print) | _____ | SIGNATURE: _____ |
| 36. NAME: (Please print) | _____ | SIGNATURE: _____ |
| 37. NAME: (Please print) | _____ | SIGNATURE: _____ |
| 38. NAME: (Please print) | _____ | SIGNATURE: _____ |

*Please consider the following recommendations in wearing proper clothing conducive to the sport of dog sledding. Following is an example of what our guides wear or clothing they may bring with them on a daily basis no matter what the temperature;

*****wool socks... (not cotton!!), mitt liners and overmitts, silk or synthetic long underwear, wool sweater, polar fleece and jacket, Gortex outer jacket and pant, Sorel Glacier boots, and a warm hat that ties under the chin. Snowy Owl Sled Dog Tours Inc. is not liable for any injuries which I may incur due to the lack of clothing I may be wearing or have with me. I understand it is not the policy of Snowy Owl Sled Dog Tours Inc. to provide any outerwear or clothing for me. I understand that I must respect and dress in clothing conducive to the Canadian winter sport I am participating in.**

"HAPPY TRAILS!"