

ATV Tour, Waiver and Indemnity Agreement

THIS AGREEMENT made effective as of the ____ day of _____, 2016.

BETWEEN:

OUTSY WILDERNESS ADVENTURES INC also known as “**OUTSY.CA**”, a

corporation incorporated under the laws of Alberta

and

Name: _____

Address: _____

Age _____

Driver's License _____

(the “Rider”)

The Rider acknowledges this Tour Agreement limits OUTSY WILDERNESS ADVENTURES INC. liability, restricts the Rider's ability to sue OUTSY WILDERNESS ADVENTURES INC. for any damage (however caused) as well as requires the Rider to pay for any damage to OUTSY WILDERNESS ADVENTURES INC.'s ATV or property.

_____ **(initial)**

In consideration of **OUTSY WILDERNESS ADVENTURES INC.** renting the ATV to the Rider, the Rider agrees to the following terms and conditions:

1. **RENTAL FEE.** The Rider shall pay the quoted rental fee of \$_____ (including GST).

- 2. USE OF ATV - SAFETY REQUIREMENTS.** The Rider shall use the ATV in accordance with the operator's manual and the instructions provided by **OUTSY WILDERNESS ADVENTURES INC.** and its agents. The Rider and all Permitted Passengers shall wear a helmet. The Rider shall not use the ATV for towing anything.

The Rider shall only permit Permitted Passengers to be passengers and shall not permit more than 2 people to ride each Side by Side and one person to ride the ATV. The Rider shall immediately notify **OUTSY WILDERNESS ADVENTURES INC.** and cease to use the ATV if it becomes unsafe or in a state of disrepair. The Rider shall not assign this agreement to another person or permit another person to drive the ATV without the written consent of **OUTSY WILDERNESS ADVENTURES INC.**

- 3. ASSUMPTION OF RISK.** The Rider is responsible for the use and safe operation of the ATV. The Rider assumes all risk associated with the use of the ATV. **The Rider acknowledges riding a Quad/ATV is dangerous and can result in injury, permanent disability and even death. The Rider accepts this risk.**

_____ **(Initial)**

- 4. RELEASE OF LIABILITY/WAIVER.** As set out in section 3, the Rider assumes all risks associated with the use of the ATV and releases and forever discharges (i.e. shall not sue) **OUTSY WILDERNESS ADVENTURES INC.** from any and all actions, claims, costs, damages, demands of every kind or nature, at law or in equity resulting from **OUTSY WILDERNESS ADVENTURES INC.**'s negligence or the use, condition or operation of the ATV (including the instructions provided by **OUTSY WILDERNESS ADVENTURES INC.**). _____ **(Initial)**

- 5. INDEMNITY.** The Rider shall indemnify and hold harmless (i.e. reimburse and compensate) **OUTSY WILDERNESS ADVENTURES INC.** from and against all actions, claims, costs, losses, expenses (including legal fees on a solicitor – client basis), demands of every nature, at law or in equity which **OUTSY WILDERNESS ADVENTURES INC.** may suffer as a result of the Rider's use, possession and operation of the ATV.

- 6. RIDER'S LIABILITY.** In addition to section 5, the Rider is fully liable for any loss or damage to the ATV (other than ordinary wear and tear) during the tour period, regardless of whether the damage or loss (as the case may be) was caused by the Rider. For greater certainty, the Rider is liable for any loss or damage to the ATV caused by a third party.

7. **CREDIT CARD CHARGES.** The Rider authorizes **OUTSY WILDERNESS ADVENTURES INC.** to charge his/her credit card for any amounts that may be payable pursuant to sections 1 (the Rental Fee), 5 (indemnity) and 6 (Rider's Liability).

8. GENERAL

a. Definitions:

- i. "ATV" means a quad or Side by Side (UTV) and the related accessories, peripherals, parts and manuals
- ii. "OUTSY WILDERNESS ADVENTURES INC." includes its agents, employees and independent contractors and successors.
- iii. "Parties" means **OUTSY WILDERNESS ADVENTURES INC.** and the Rider and Permitted Passengers.
- iv. "Permitted Passengers" means the individuals who signed Schedule "A".

b. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta (without reference to its conflict of law rules or principles) and the federal laws of Canada applicable to this agreement. The Parties submit to the exclusive jurisdiction of the courts of the Province of Alberta.

c. **Binding Effect.** The terms of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

d. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to all of the matters herein and cancels and supersedes any prior understandings and agreements of the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this agreement. This agreement shall not be deemed or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties. All amendments or modifications to this Agreement shall be in writing and signed by **OUTSY WILDERNESS ADVENTURES INC.**, the Rider and (if applicable) Permitted Passenger(s).

IN WITNESS WHEREOF the parties have executed this Agreement.

OUTSY WILDERNESS ADVENTURES INC. Per: _____

RIDER

Witness: _____

Print Name:

Print Name

SCHEDULE
“A”

Name: _____

Address: _____

Age _____

Driver's License _____

In consideration of OUTSY WILDERNESS ADVENTURES INC. permitting me to be a (driver or passenger) (select one), I agree to be bound by sections 2, 3, 4, 5, 6, and 8 of the ATV Rental, Waiver and Indemnity Agreement to which this schedule is attached. [Must have Permitted Passenger initial the relevant sections of the main body of the Agreement]

Print Name

Witness

(If person is under 18, the parent or guardian shall sign the schedule)