

# Cold Fire Creek Dogsledding Ltd

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[www.cfcdogsledding.com](http://www.cfcdogsledding.com)

## RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY AND ACCEPTANCE OF INHERENT RISKS

**WARNING:** By signing this document you give up your right to bring court action to recover compensation for any injury to yourself or your property or for the death arising out of your participation in this outdoor activity.

**ASSUMPTION OF RISK:** I am aware that the sport of Dogsledding has inherent risks. The nature and extent of these risks include, but are not limited to: **AVALANCHES:** Any injury or death resulting from an avalanche; which may occur in the mountain terrain used for dogsledding.

**TERRAIN:** Any manner or injury resulting from falls on bridges, cliffs, creeks, and icy or uneven terrain.

**WEATHER:** Any injury or illness resulting from the elements such as but not limited to frostbite, exposure, hypothermia, etc.

**WILD AND DOMESTIC ANIMALS:** Including curious or aggressive wildlife: moose, bears, rodents, birds, Giardia parasite, or other non-domestic animals or parasites, as well as injury incurred by our dogs behavior, dog bites, our dogs in general, and other domestic animals.

**EQUIPMENT:** Any manner or injury resulting from use, misuse, non-use and failure of any equipment.

**THE OPERATOR AND OTHER PARTICIPANTS:** The conduct, including negligence of the operator, tour conductor and of other participants. This includes Dogsledding under the control of tour conductors, whose advice and direction may differ from Dogsledding practices elsewhere. As well but not limited to, the risks and transmission of COVID-19 between persons.

**HAZARDS OF TRAVEL:** There is a possibility of sudden impact terrain features that can result in bodily injury or death. Injury may be caused by but not limited to: Making contact with trees rocks obstructions and other participants, visible or non-visible.

**COVID-19:** The risk of exposure to COVID-19, when travelling, being in close contact with other individuals, and or visiting any public location, regardless of the Operator's safety plan and protocols that have been implemented.

### RELEASE AND WAIVER OF LIABILITY

In consideration of my participation in DOGSLEDDING, as offered by Cold Fire Creek Dogsledding Ltd. (the "Operator"), I acknowledge the following:

On behalf of myself, my heirs, executors, successors, administrators, assigns, and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now and in the future, and release from all liability and agree not to sue the Operator, their officers, directors, employees, representatives, for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in dogsledding with the Operator due to any cause whatsoever, including, without limitation, negligence on the part of the Operator. For the purpose of this agreement, "Dogsled trip" shall extend from the time of my initial arrival to the Small River Staging Area to my final departure there from.

In the context of this agreement and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, practice of dogsledding, prediction of avalanche danger, prediction or weather conditions, or any other conditions or factors that may amount to a departure to the standard of care which a person of common prudence usually takes of his own concerns having regard for the activity of dogsledding.

I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of illness, death or bodily injury, regardless of severity, that I may sustain as a result of participation in the activities of the "Dogsled trip", howsoever arising, including, but not limited to, the active or passive negligence of the Releasees and/or other participants.

I confirm that I am of the full age of nineteen (19) years and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, and successors. I also enter into this Agreement of my own free will and volition.

#### Participant Information:

Surname			Given Name & Initials			Age		
Street / PO box			City / Town			Province		
Country		Postal Code		Day Phone Number ( ) -		Evening Phone Number ( ) -		

**INTENDING TO BE LEGALLY BOUND I have read, signed and understand this RELEASE AND WAIVER OF LIABILITY on this \_\_\_\_ day of \_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Name of Witness

X \_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Legal Guardian

\_\_\_\_\_  
Telephone number of Witness

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
I give permission to Cold Fire Creek to use any photographs of me for promotional purposes.  
Initial

Are there any health conditions or allergies that we should be aware of to ensure your safety? Please list below....

\_\_\_\_\_