

ELEMENTS

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY

Full Name	
	(Hereinafter referred to as "Guest")
Address	
Birthdate dd/mm/yy	
Phone Number:	
Parent/Guardian Name (if guest is under 18)	

TO: ELEMENTS LUXURY TENTED CAMPS INC. (hereinafter referred to as "ELEMENTS");

1. DEFINITIONS

1.1 In this Agreement, the term "Premises" includes all land which Elements owns.

1.2 In this Agreement, the term "Facilities" includes all physical installations, buildings, and equipment present on the Premises.

1.3 In this Agreement, the term "Event" shall include but is not limited to staying on Elements Premises, using its Facilities, eating and drinking, mountain biking, hiking, participating in yoga lessons, partaking in water activities, dining and all other activities which may take place on the Premises.

2. ACKNOWLEDGEMENT

2.1 I understand that Element's Premises are situated in a secluded and forested area where risks uncommon with urban areas may be present such as but not limited to encounters with wildlife.

2.2 I understand that Elements has Rules of Conduct applicable to guests which may change from time to time at the discretion of Elements and I agree to act in accordance with the Rules of Conduct. Such Rules of Conduct are available at Elements reception or on the website at www.outdoorhotel.ca/rulesofconduct.

2.3 I understand that Elements does not encourage intoxication and that alcohol consumption may lead to an altered physical and psychological state which may lead to physical injury or lead me to cause damage to property.

2.4 I understand that the rules established by Elements and pertaining to my participation in various activities offered on the Premises such as but not limited to biking, water sports, and hiking are intended to help reduce the risk of injury. However, I recognize that such rules are precautionary measures which do not eliminate the risk of injury associated with such activities.

3. ASSUMPTION OF RISKS

3.1 I am aware that participation in the Event involves many risks, dangers and hazards including, but not limited to bodily and/or psychological harm resulting from wildlife encounter such as poison ivy, trees, tree branches, tree wells, tree stumps, forest deadfalls, cliffs, bees, bears, ticks and other animals, plants and insects; changing weather conditions; changes or variation of terrain which may result in blind spots and falls; streams; creeks and exposed holes; fire; collision with maintenance machinery or other vehicles; injury resulting from participating in yoga sessions; mountain biking, water sports and other activities; and **NEGLIGENCE ON THE PART OF ELEMENTS AND** its owner, its directors, employees, representatives, volunteers, successors and assigns (collectively hereinafter called the "Releasees"), **INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE EVENT.** Moreover, I am aware that the risks, dangers and hazards listed above may be present anywhere on the Premises.

3.2 **I AM AWARE OF THE RISKS,** dangers and hazards associated with the Event and the use of the Premises and Facilities and **I ACCEPT AND ASSUME** all such risks, dangers, and hazards and the possibility of physical injury, death, property damage or loss resulting therefrom.

3.3 **I ACCEPT THE RESPONSIBILITY** for any personal or property damage caused by or as a result of my participation in the Event and my use of the Premises and Facilities.

3.4 **I ACCEPT THE RISK** of theft of my property while at the Premises.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

4.1 In consideration of Elements accepting my application to participate in the Event and be allowed to use its Premises and Facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

- a. **THAT IN NO EVENT WILL** the Releasees be liable to you for any direct, indirect, consequential, incidental, special, compensatory or punitive damages or losses or damages for loss of income, personal injury, loss of or damage to property and claims of third parties or other pecuniary loss, arising out of or related to these terms, the use of the Premises, Facility or your participation in an Event. In no event will the cumulative liability the Releasees arising out of or related to these terms exceed the amount paid by you to the Releasees. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to you;
- b. **TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Releasees from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your participation in the Event and the use of the Premises and Facilities. Notwithstanding the foregoing, the Releasees retains the right to participate in the defence of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense;
- c. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of death or incapacity;
- d. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;
- e. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario;
- f. In entering into this Agreement, I am not relying on any oral or written representations made by the Releasees with respect to the safety of the Event, Premises or Facilities, other than what is included in the Agreement;
- g. That these Terms present a fair allocation of risk and liability, and that this Section 4.1 is an essential part of the bargain between the Parties, a controlling factor in setting any fees or other charges, and an inducement to the Parties to enter into these Terms.
- h. That agreement to these Terms by the Guest are part of the consideration that Elements receives in exchange for the goods and services it provides the Guests with.

I HAVE READ AND UNDERSTAND THIS AGREEMENT and I am aware that by signing this agreement I AM WAIVING certain legal rights which I or my heirs, next of kin, executors, administrators and representatives may have against the Releasees.

Signed this ____ day of _____, 20_____.

Signature of guest	Signature of witness
Signature of parent/guardian (if guest is under 18 yrs)	Printed Name of witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED PRIOR TO BEING ALLOWED ON THE PREMISES.

Privacy Notice: Personal information collected by Elements is primarily used to complete the transaction but also to improve the quality of service provided to customers. Personal information collected is managed in accordance with the organization Privacy Policy which may change from time to time at the discretion of Elements. This Privacy Policy is available at www.outdoorhotel.ca/privacy or in the form of a hard copy at the Elements reception.