

UTILITY TERRAIN VEHICLE/ ALL TERRAIN VEHICLE/SNOWMOBILE**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY
AGREEMENT**

(HEREINAFTER REFERRED TO AS THE "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY

TNT Outdoor Adventures Inc., and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "The Releasees")

DEFINITION

In this Release Agreement the term "UTVing/ATVing/ Snowmobiling" shall include all activities, services and use of facilities either provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to orientation and instruction sessions: recreational activities undertaken during the utv/atv/snowmobile tour; travel by utv/atv/snowmobile; all travel either within or beyond the designation boundaries, including in the backcountry and on logging roads and trails.

RENTAL AGREEMENT

I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned in same condition. The unit's damage is subject to the security deposit and/or if repairs are beyond the security deposit, or if the unit is considered totalled, the customer will be required to pay the value of the unit and any future rentals TNT Outdoor Adventures Inc. is committed to during the down time and replacement of the unit.

SAFETY

I have been advised to wear an approved helmet while UTVing/ATVing/snowmobiling. I am familiar with the proper use of the Equipment. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISK

I am aware that UTVing/ATVing/snowmobiling involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or

surface; variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back country roads; snowcat roads; road-banks and cut-banks; impact or collision with other utvs/atvs/snowmobiles and vehicles; becoming lost or separated from the guides or other participants; mechanical failure of utvs/atvs/snowmobiles and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate a utv/atv/snowmobile safely or within one's own ability; negligence of other participants and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEE, INCLUDING FAILURE BY THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. Communication in the Cape Breton and highlands terrain may be difficult, and the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH UTVing/ATVing/SNOWMOBILING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVE OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in UTVing /snowmobiling and permitting my use of their services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in UTVing/ATVing/snowmobiling or use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, OR THE PART OF THE RELEASEE AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OR PARTICIPAING IN UTVing/ATVing/SNOWMOBILING REFERED TO ABOVE OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions, or guidance as to the use of the Equipment.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in UTVing/ATVing/snowmobiling or use of the Equipment;
3. This Release 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;
4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province or territory where the UTVing/ATVing/snowmobiling takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the UTVing/ATVing/snowmobiling takes place and shall be within the exclusive jurisdiction for the Courts of that province or territory.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in UTVing/ATVing/snowmobiling or use of the Equipment other than what is set forth in this release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2022

Witness

Signature of Participant or Guardian if
Participant is under Age of majority

PLEASE PRINT NAME CLEARLY

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