

**GUIDED ATV TOURS - CONSENT OF PARENT OR GUARDIAN AND ACNOWLEDGEMENT OF RISK
FOR CHILDREN UNDER 16 ON GATOR.....NAME(S) OF CHILD(REN) & DATE(S) OF BIRTH**

I, the undersigned, as the parent, legal guardian, or representative with temporary guardianship of the minor child (under 16 years of age) named above, having full legal responsibility for the decisions regarding the minor child do hereby give my full consent and approval for the minor child to participate in Guided ATV Tours and other activities provided by **Scott and Theresa Reesor o/a Historic Reesor Ranch** and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, independent contractors, subcontractors, suppliers, hosts, successors and assigns and Her Majesty the Queen in Right of Canada (**all of whom are collectively referred to as the 'RELEASEES'**) whether located at the premises and facilities operated by Scott and Theresa Reesor o/a Historic Reesor Ranch or elsewhere, including without limitation, Guided ATV Tours and other activities in Cypress Hills Interprovincial Park.

I am aware that the minor child's participation in Guided ATV Tours and other **activities involves many risks, dangers and hazards.**

I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the RELEASEES arising out of any aspect of my minor child's use of the PREMISES and my minor child's participation in Guided ATV Tours and other activities and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may or that my minor child's next of kin may during his/her use of the PREMISES and my participation in Guided ATV Tours and other activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party resulting from the minor child's use and access of the Premises and the minor child's participation in any Guided ATV Tours and other activities and all cost, expenses, damages and legal fees incurred or suffered by the Releasees arising from any litigation or claims that may be brought on behalf of the minor child arising from injury or death of the minor child.
- 3.** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assign and representatives and anyone else I purport to represent as agent, including other parents, guardians or legal representative of the minor child.
- 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 of Saskatchewan and no other jurisdiction.
- 5.** That if any provision of this Release Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Release Agreement shall not be affected thereby and each provision shall be separately valid and enforceable.
- 6.** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of the Province of Saskatchewan.
- 7.** In entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of Guided ATV Tours and other activities other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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.

I understand and will instruct the minor child to obey all the rules and regulations of the Releasees. I have satisfied myself and believe that the minor child does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent him/her from participating in Guided ATV Tours and other activities and if required, he/she will obtain a medical examination and clearance.

I ACKNOWLEDGE THAT HELMETS AND SEAT BELTS MUST BE WORN BY ALL MINOR CHILDREN UNDER THE AGE OF 16 FOR GUIDED ATV TOURS AND OTHER RELATED ACTIVITIES.

I ACKNOWLEDGE THAT I HAVE READ THIS CONSENT AND ACKNOWLEDGEMENT OF RISK AND THAT I UNDERSTAND EACH OF THE PROVISIONS AND THAT I AGREE TO ABIDE BY THEM

_____ DATE

_____ NAME OF PARENT OR LEGAL GUARDIAN (PRINT CLEARLY)

_____ SIGNATURE OF PARENT OR LEGAL GUARDIAN

_____ PHONE NUMBER & EMAIL

_____ MAILING ADDRESS

_____ WITNESS NAME (PRINT CLEARLY)

_____ SIGNATURE OF WITNESS