

**ATV GUIDED TOUR
(16 and over) WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY**

**WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE OR CLAIM
COMPENSATION FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED**

To: Scott and Theresa Reesor o/a Historic Reesor Ranch (hereinafter referred to collectively as "The Company" and employees, guides, instructors, agents, contractors, suppliers, hosts, successors and assigns, representatives, officers and agents (hereinafter referred to collectively as "The Company Employees"). I hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself.

1. I agree as a precondition of my Guided ATV Tour and all related activities organized by "The Company" and conducted by "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This agreement").
2. I acknowledge that Guided ATV Tours and all related activities involve **INHERENT RISKS** that may cause serious injury and possibly death to participants. I further recognize that Guided ATV Tours and related activities, involve **ADDITIONAL RISK AND DANGERS**. I agree to wear a helmet on the Guided ATV Tour.
3. I fully understand the risks and dangers associated with my participation in a Guided ATV Tour and all related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.
4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against "The Company" and "The Company" Employees and **RELEASE "The Company" AND EMPLOYEES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in Guided ATV Tours and all related activities, **DUE TO ANY CAUSE WHATSOEVER** including without limitation, negligence on the part of the "The Company" or "The Company" Employees, 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.
5. I further **AGREE TO INDEMNIFY** "The Company" and "The Company" Employees for any and all legal fees (on a solicitor and his own client bases) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
6. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company" Employees to the same extent as it limits the liability of "The Company" even though "The Company" Employees are not formal parties to This Agreement. I understand that "The Company" in securing execution of The Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company" Employees, who shall to this extent be or be deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" OR "THE COMPANY" EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

_____ **DATE**

_____ **NAME OF PARTICIPANT (PRINT CLEARLY)**

_____ **SIGNATURE OF PARTICIPANT**

_____ **PHONE NUMBER & EMAIL**

_____ **MAILING ADDRESS**

_____ **WITNESS NAME (PRINT CLEARLY)**

_____ **WITNESS SIGNATURE**