



APPLICATION FORM
FOR
DOG SLED ADVENTURES

Please take time to carefully fill out this form as it will help us to plan your trip to your satisfaction.

Name:		
Address:		
Prov/State:	Postal Code:	Country:
Occupation:		
Email address:		
Home Ph#:	Work Ph#	
Date of birth:	Weight:	
EMERGENCY CONTACT		
Name:		
Address:		
Prov/State:	Postal Code:	Country:
Relationship:		
State of Health and Dietary Needs: Please include any medical requirements		
Description of your relevant outdoor experience:		
Special interests and expectations of this trip:		

To complete your application, please read and sign the Liability Release on the following page.

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of ***Borealis Dog Sled Adventures***, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BDSA"), I hereby agree to release, indemnify and discharge BDSA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that dogsledding entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things:

the hazards of walking or travelling by dog team over uneven terrain, the forces of nature including sudden storms, severe cold/hypothermia and unpredictable ice conditions due to sudden changes in temperature and fluctuating water tables; dog bites, falling from the sled, my own physical condition with exertion associated with this activity.

Furthermore, BDSA guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BDSA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BDSA's equipment or facilities, **including any such Claims which allege negligent acts or omissions of BDSA.**
4. Should BDSA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of

such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against BDSA, I agree to do so solely in the province of Ontario, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if any is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BDSA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____

Address: _____

City: _____ Province/State: _____

Postal Code: _____ Phone: _____

Date: _____

PARENTS OR GUARADIAN’S ADDITIONAL INDEMNIFICATION (FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor’s name) (“Minor”) being permitted by BDSA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BDSA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian:

Date: _____

