

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
("Agreement") - PLEASE READ CAREFULLY!**

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR
NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT, OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

SECTION 1: ACKNOWLEDGMENT OF RISKS – PLEASE READ CAREFULLY!

I am aware that snowmobiling involves many associated risks, dangers, and hazards that may cause serious injury, death, and loss or damage to personal property. These risks are inherent in snowmobiling and the use of the recreational Ontario Federation of Snowmobile Clubs ("OFSC") Prescribed Trails, as defined in O. Reg. 185/01 ("Prescribed Trail"). These risks include, but are not limited to: changing weather and light conditions, collision with trees, changes in the terrain which may create blind spots or areas of reduced visibility, negligence of other trail users, and **risks resulting from the NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY DUTY OF CARE BY THE OFSC, ITS MEMBER CLUBS, DISTRICTS OR THEIR STAFF, TO SAFEGUARD ME OR INDIVIDUALS RIDING WITH ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING.** I also understand that the other risks of snowmobiling include the snow conditions on or beneath the trails; changes or variations in the surface or subsurface, including due to trail grooming activities; variable or difficult snow conditions; exposed rock, earth, ice and other natural objects; exposed holes in the snow, road banks, snow-banks or cut-banks; absent or missing signage; collision with other snowmobiles, other vehicles, trail grooming equipment, fences, other equipment or structures; exposure to natural and/or people-made objects; **exposure to infectious disease, bacteria, or virus, INCLUDING BUT NOT LIMITED TO COVID-19**; loss of balance or control; failure to ride safely or within one's own ability or within the designated trail; speeding; and/or negligence of other snowmobilers or other vehicles.

SECTION 2: ASSUMPTION OF RISK – PLEASE READ CAREFULLY!

**I RECOGNIZE AND FREELY ACCEPT ALL ASSOCIATED RISKS WITH SNOWMOBILING AND THE USE OF THE
RECREATIONAL PRESCRIBED TRAILS**

**I FULLY ASSUME ANY AND ALL RISKS AND POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE TO ME
WHILE ACCESSING THE RECREATIONAL PRESCRIBED TRAILS, AND WHILE ENGAGED IN OR AS A RESULT OF
MY VOLUNTARY PARTICIPATION IN SNOWMOBILING AND THE USE OF THE RECREATIONAL PRESCRIBED
TRAILS**

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**SECTION 3: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. THESE
CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS - PLEASE READ CAREFULLY!**

In consideration of the OFSC parties (defined below) permitting me to use the recreational Prescribed Trails and providing me with the benefits outlined below, I agree as follows:

1. I acknowledge that I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, that arise or result from in whole or in part, from my use of the recreational Prescribed Trails, participation in snowmobiling and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE OFSC OR ITS MEMBER CLUBS, DISTRICTS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, LANDOWNERS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SPONSORS, OR SUCCESSORS ("OFSC PARTIES"), UNDER THE *OCCUPIERS' LIABILITY ACT*;
2. WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE OFSC PARTIES; and
3. RELEASE THE OFSC PARTIES from ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, INJURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY, that I may suffer or that my next of kin may suffer resulting from my use or presence on the recreational Prescribed Trails or my traveling off such trails 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*, AND INCLUDING THE OFSC PARTIES' FAILURE TO PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING.

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4. I AGREE TO HOLD HARMLESS AND INDEMNIFY the OFSC PARTIES from any and all liability, including claims for contribution and indemnity, for any damage to property of or personal injury to any third party resulting from my, or my family member or next of kin, participation in snowmobiling and use of or presence on recreational Prescribed Trails or travel beyond such trails.
5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity.
6. I agree that any litigation involving the OFSC PARTIES shall be brought within the exclusive jurisdiction of the courts of the Province of Ontario and shall be brought within the Province of Ontario.
7. I further agree that these conditions and any rights, duties and obligations as between the OFSC PARTIES and the trail permit holder shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. (Refer to www.ofsc.on.ca).
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, I agree that such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is to considered separate, severable, and distinct.
9. In entering into this Agreement I am not relying on any oral or written representations or statements made by the OFSC PARTIES with respect to the safety of snowmobiling other than what is in this agreement.

I ACKNOWLEDGE HAVING READ AND UNDERSTOOD 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 OFSC PARTIES. I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

I acknowledge that:

- a. I have read and agree to the terms and conditions above together with the EXPECTATIONS FROM THE OPERATOR AS TO THE USE OF RECREATIONAL PRESCRIBED TRAILS (please see below):
- b. I understand that I must complete Section I and Section II in order to access the recreational Prescribed Trails system.
- c. I will ensure that all operators and/or passengers of the snowmobile to which this permit is affixed are made aware of these conditions before accessing any recreational Prescribed Trails
- d. Any representative of an OFSC affiliated club may deny access to recreational Prescribed Trails in the event of a failure to comply with OFSC Terms and Conditions or Bylaws by any operators and/or passengers of the snowmobile to which this permit is affixed.

General enquiries: Contact information for the Ontario Federation of Snowmobile Clubs can be found on the website: www.ofsc.on.ca.

EXPECTATIONS FROM THE OPERATOR AS TO THE USE OF RECREATIONAL PRESCRIBED TRAILS <i>Snowmobiling is an inherently risky off-road activity that occurs in an unpredictable natural environment. Prior to entering onto a recreational Prescribed Trail, every snowmobiler must be familiar with the Expectations for recreational Prescribed Trail Use:</i>	
<ol style="list-style-type: none"> 1. All snowmobiles will be operated under a lawful trail use permit; 2. All operators and passengers willingly use the trails at their own risk; 3. Operators and passengers know and will obey all applicable laws, including, <i>The Occupiers' Liability Act, The Motorized Snow Vehicles Act</i> and the <i>Trespass to Property Act</i>; 4. Snowmobile trails are not an engineered product, it is recognized and accepted that snowmobiling is essentially an off-road activity taking place in the natural environment; 5. The operator understands that OFSC member clubs are volunteer-based organizations with finite resources and manpower; 6. It is not practical, possible or desirable to maintain all trails uniformly or to remove all potential hazards; 	<ol style="list-style-type: none"> 7. Weather conditions affect trails, snowmobile operation and operator visibility and they may change without warning; 8. The maximum legislated speed on trails is 50 km/h unless reduced by law and/or subject to conditions including weather, operator competency and terrain; 9. Operators will stay to the right of the trail notwithstanding that there are no centre lines and operate their snowmobiles with care and control as there may be other users on the trail including non-snowmobilers and trail grooming equipment; 10. Operators and passengers are aware that there are generally no legal requirements for signage on trails and, when provided, it is only for assistance and convenience; 11. The privilege of trail access is provided without any guarantee of service or quality, grooming and maintenance of trails, when provided, is meant solely to enhance the comfort and enjoyment of the safe and prudent operators and passengers.

Click to Agree:

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