

Jasper Pet Outpost Ltd.

Participant's information (the "Participant") **WAIVER & RELEASE OF LIABILITY**
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING RIGHTS
WHICH AFFECT YOUR RIGHT TO SUE OR CLAIM COMPENSATION

(The "Release Agreement")

PARTICIPANTS INITIALS

First name:	Last name:
Street address:	City:
Postal/ Zip code:	Province/ State:
Email address:	Country:

Jasper Pet Outpost Ltd. ("JPO") and **its directors**, officers, employees, guides, agents, representatives, volunteers, independent contractors, successors and assigns (collectively, the "Releasees")

All participants must sign the liability waiver.

ASSUMPTIONS OF RISKS

The Participant is aware that they are hiring JPO for **activities** including, but not limited to, pet supervision, pet classes and other activities related to the same (hereinafter collectively referred to as "the Activities") which are **inherently risky** and involve many risks, dangers and hazards including, but not limited to accidents which may occur while in the care of JPO, including shock, stress or other injury to the body, death, illness or trauma. The Participant acknowledges that animals are inherently unpredictable and at any time they may cause harm to another animal, person or property. In addition, the Participant acknowledges that the proximity of medical care may or may not be readily available. Accordingly, the Participant acknowledge that the Activities may result in injury, worsening of an existing medical condition, property damage or death. The Participant freely accept and fully assume all risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

PARTICIPANTS INITIALS

Vaccinations

The Participant acknowledges that any pets left with JPO are fit to be in close proximity to other animals and staff members.

Furthermore, the Participant acknowledges that all pets left with JPO have up to date, vaccinations including but not limited to, DHP (Distemper, Hepatitis and Parvo) and Rabies. The staff at JPO may ask for confirmation of vaccination at any time. Failure to provide satisfactory proof of vaccination may lead to the Participant's pet being asked to leave the JPO premises. In the event of such removal, no refunds of any kind will be given to the Participant.

DAMAGE OR LOSS

The Participant acknowledges that any damage, loss or theft that is caused by a pet of the Participant, regardless of how it occurs, to the property of JPO, to another pet in the care of JPO, to a staff member of JPO or to a third party is solely the responsibility of the Participant. In the event JPO suffers any claims, demands, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all reasonable consultant fees, legal fees (on a solicitor and own client basis full indemnity basis) and other professional fees and disbursements, interests, penalties and amounts paid in settlement) arising directly or indirectly due to the actions of a Participants pet, the Participant agrees to indemnify JPO and hold them harmless.

MEDICAL CONDITIONS

The Participant understands that it is their sole responsibility to consult with medical practitioners if they have any concerns about the medical condition or fitness of their pets prior to engaging in the Activities. It is the Participant's sole responsibility to ensure that the Participant's pets are able to participate in the Activities and hereby waives any and all claims and releases the Releasees from all liability in connection with determining whether their pets are medically able to participate in the Activities.

Participants Initials

PHOTO/ VIDEO RELEASE

The Participant consents to photographs being taken of the Participant or its pets during the participation in the Activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

THE PARTICIPANT AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to the Participant, it's pets or any third party resulting from participation in the Activities.

Without derogating from the generality of the foregoing and in any event, the Participant agrees that JPO shall not be liable for any sums, expenses, damages, costs or penalties whatsoever, for any reason whatsoever including, but not limited to, delay or failure in performing any of the services agreed to. In any event, to the fullest extent permitted by law, the Participant agrees that the liability of JPO shall be limited to the sum paid to JPO.

The Participant acknowledges and agrees that the exclusions and limitations of JPO's liability contained in this Agreement are reasonable having regard to all relevant factors, including the nature and the cost of the Activities provided and that same takes into account any appropriate allocation of risk and liability.

ARBITRATION

The parties agree that any disputes must best resolved by way of arbitration which will be governed as follows:

- a) the party desiring arbitration will notify the other party of such desire and the parties will attempt to agree, within five (5) business days, on a single arbitrator who will be named to resolve the dispute. If the parties are unable to agree, if there are only two parties involved in the dispute, each of those parties shall chose an arbitrator and the two (2) arbitrators shall jointly chose a third arbitrator within five (5) business days of their appointment.
- b) the arbitration will take place in Edmonton, Canada;
- c) the decision of the arbitrator(s) will be final and binding on the parties to the arbitration and no appeal will be taken from any determination unless the determination contains an error of law, which results in a determination which is patently unreasonable;
- d) each of the parties will co-operate with the arbitrator(s) and, subject to the doctrine of privilege, will provide the arbitrator(s) with all the information in its possession or under its control necessary or relevant to the matter being determined. The parties will use their reasonable best efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable;
- e) the arbitrator(s) will be required to make an award as soon as possible, and if at all practicable, within ten (10) business days after the conclusion of the arbitration hearing. The arbitrator(s) may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable, and has the right to grant permanent and interim relief or injunctive relief or other forms of equitable relief, and will have the discretion to award costs including reasonable legal fees, interest and costs of the arbitration;
- f) except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, will govern any arbitration conducted under this Contract; and
- g) judgment upon award, including any interim award, rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.
- h) Except where clearly prevented by nature of the matter in dispute, the affected parties agree to continue performing their respective obligations under the Agreement applicable while the dispute is being resolved or arbitrated unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement.
- i) Nothing in dispute resolution process will prevent an affected party from applying for or bringing any claim for contribution or indemnity in the same court in which a suit against the party is brought by any third person.
- j) The Parties hereto covenant that they will not apply nor will they have any right to apply by any means to any court to challenge any decision of the arbitrator on a matter properly before the arbitrator.

General Matters

The Participant acknowledges this Release Agreement shall be effective and binding upon its heirs, next of kin, executors, administrators, assigns and representatives, in the event of its death or incapacity.

The Participant acknowledge that 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 Alberta.

If any term, covenant or condition of this Release Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Release Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Release Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be elective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

In entering into this Release Agreement the Participant confirms that they are not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in the Release Agreement.

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

Participant's Signature:	Date:
Participant's Name:	
Witness Signature:	Date: