

Vehicle Transfer Agreement & Release/Waiver

TO: Naturally Superior Adventures and Rock Island Lodge and their directors, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter referred to as the "Releasees")

TRANSFER: I, _____ contract with Naturally Superior Adventures to transfer my vehicle understanding that the Releasees take no responsibility and makes no guarantees with respect to the condition of the shuttle vehicle or safe driving of shuttle drivers. I acknowledge that the shuttle vehicle is roadworthy and safe to drive under the Provincial and Federal Laws (Highway Traffic Acts, etc) that apply to passenger vehicles and that it is legally insured with insurance to cover non-owner drivers. Note that your shuttle drivers may be younger than 21 years.

In case of vehicle breakdown or accident I agree to pay all towing and service charges as well as extra time charges for the driver. In the case of breakdown/accident I agree that the vehicle will be repaired by the driver or towed to Wawa and stored at the site of the towing/repair company and all costs incurred for repairs and/or storage fees will be paid by me unless specific instructions are otherwise provided below.

I understand that shuttle costs are to shuttle my vehicle do not include time spent in case of breakdown or extra time spent on 'detours' including meal/grocery/pharmacy stops. I agree to cover these extra costs due to these situations at a rate of \$20 per hour paid to the driver. _____(initial)

RISKS, HAZARDS & DANGERS: I acknowledge that transferring my vehicle(s) has inherent risks, hazards and dangers that cannot be eliminated including and without limitation:

- (1) risks involved in completing the transfer as instructed, including but not limited to: theft, vandalism, damage from fire or elements, and the possibility of hitting animals, other vehicles, fixed objects and debris on the road
- (2) risks from vehicle(s) that may be unattended before pickup or after including but not limited to theft, vandalism, damage from fire or the elements
- (3) risks associated with the decision-making and conduct of the driver
- (4) other risks, hazards and dangers that are inherent in and integral to driving and moving vehicles, including without limitation those associated with transportation to and from the access points.

I understand that the noted risks, hazards and dangers are only a partial description. I AM VOLUNTARILY GIVING PERMISSION TO MOVE MY VEHICLE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ACKNOWLEDGE, ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH OR DAMAGE DUE TO ANY TYPE OF ACCIDENT..

In consideration of the Releasees agreeing to transfer my vehicle, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any loss, damage or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly as a result of the vehicle transfer and my use of the premises and facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the RELEASEES resulting from transfer of my vehicle.
3. This agreement shall be effective and binding upon my heirs, next of kin, administrators & representatives, in the event of my death or incapacity.
4. That this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario.

In entering into this agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the vehicle transfer, other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AM SIGNING FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, SUCCESSORS, REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed on this _____ day of _____, 20_____.

Owner Signature	Witness signature
Owner Name (Printed)	Witness name (Printed)