

Individual or Single-Cabin Group Users Agreement & Waiver Elbow Lake Environmental Education Centre

Thank you for your interest in the Elbow Lake Environmental Education Centre. **All users are required to abide by the rules set out for this facility.** Please carefully read the statements listed below:

- Use only the Pavilion, your designated cabin(s), the Nature Centre, beach and designated hiking trails. All other buildings, trails and campsites are off-limits.
- Users are expected to leave cabins at least as clean as they found them.
- Our garbage policy is “pack-in/pack-out”: you are required to take home all your garbage.
- No barbecues or fires at the cabins. Campfires are only permitted within the central fire pit near the Nature Centre when weather conditions permit.
- Outside firewood cannot be brought onto the property. While small deadfall (fallen twigs, branches) near the designated fire area may be collected for kindling, larger deadfall is not to be taken.
- No glass is allowed on the beach.
- Dogs must be leashed at all times while anywhere on the property and owners must clean up after them. Only cabins #5 and #6 are designed for dogs for overnight users. Please do not take dogs into the Pavilion, Nature Centre, or swimming area.
- Users swim in Elbow Lake or Spectacle Lake at their own risk. Use of the designated hiking trails is also at the users’ own risk – refer to the ELEEC website for current trail conditions.
- No canoes or other watercraft may be brought in from outside. Please ensure that all personal PFDs and other water equipment are sanitized before bringing them into Elbow or Spectacle lakes.
- Only catch and release fishing is permitted, within season. Barbless hooks must be used, and live bait is not permitted.
- The main phone in the Pavilion is for emergency use only; please leave the line free for this purpose. Do not make long-distance calls.
- Vehicles must not block any roads, access points or fire routes.
- Those users granted the privilege of WiFi service during their visit are not to stream videos or download large images or files.
- Do not undertake any activity that will cause damage to habitat (including topographic features) or harassment / injury to any living organism.

Note that you may not be the only residents at the facility and thus we request that you keep noise to a minimum and keep common areas clean and uncluttered.

- Kitchen and washroom facilities are shared and must be left clean.
- All children under 16 years of age must be accompanied by an adult.
- All patrons are expected to behave in a sensible and decorous manner at all times.

The principal user is required to acknowledge and initial the statements below:

 X **I have read and understood the User’s Guide for Elbow Lake.**

 X **I will ensure that all members of my party understand and abide by the facility rules.**

You will be invoiced after your departure. Please pay the bill promptly.

ASSUMPTION OF RISKS WAIVER for stay at the Elbow Lake Environmental Education Centre

In consideration of being provided the opportunity to stay at, and use in the manner defined above, the facilities at the Elbow Lake Environmental Education Centre (ELEEC), I hereby agree as follows:

I, _____, acknowledge that I have been advised by Queen’s University, the Queen’s University Biological Station and the Elbow Lake Environmental Education Centre of the possible risks and hazards associated with using the property and the facilities, some of which may lead to possible injury or cause loss of life. I further understand that this tract of land is rugged, has deep lakes and contains wild animals, some of which may be considered dangerous in some circumstances. Despite the potential risks and hazards associated with my activities on the property, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my activities on the property, WHETHER CAUSED BY MY NEGLIGENCE or otherwise. I acknowledge that my activities on the property are purely optional, as I requested this short-term license for use.

I understand that it is my responsibility to abide by all applicable Queen’s University (hereafter the University), Queen’s University Biological Station (hereafter QUBS) and Elbow Lake Environmental Education Centre rules, and to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions. In particular, I understand that the University, QUBS and ELEEC do not carry accident or injury insurance for my benefit and also that there may be certain matters for which I could be held at fault personally if my activities or conduct fall short of what would be considered a reasonable standard for an individual in my position. In all cases I agree to be accountable in all respects for my own actions and not to ask the University, QUBS, ELEEC or their employees or officers to accept the consequences thereof; further, I agree to be responsible for any claims made against the University, QUBS or ELEEC in relation to such actions, and if damage is caused by my use of the facilities, I agree to cover all costs for repairs.

My signature below is given freely to indicate my understanding of the acceptance of these realities and in consideration for being permitted by the University and QUBS to use the facilities and land of the ELEEC.

LIABILITY WAIVER: I release and hold harmless the University and QUBS, its employees, students and agents from any and all liability for any loss, damage, injury or expense that I, my dependents, or my next of kin may suffer as a result of my use of the ELEEC, including, but not limited to, accidents, acts of God, sickness, transportation, scheduling and government restrictions or regulations. This waiver is effective for the period of time that I will be at Elbow Lake and including the time of transit to and from the facility. I understand that this agreement cannot be modified or interpreted except in writing by the University and QUBS, and that no oral modification or interpretation will be considered valid.

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

Principal User Name (print): _____

Permanent Address: _____

Phone number(s) where I may be reached: _____ (H) / _____ (W) / _____ (C)

Affiliation (if appropriate): _____

Thesis supervisor or Employer (if appropriate): _____

(Signature of user or if user is under 16 of Guardian)

(Witness as to Signature of User)

Date: _____

Date: _____

Other Users (if applicable; for family groups with small children please simply provide names)

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____