

RELEASE AND INDEMNITY- TRANSPORTATION OF PETS

Pet Owner Information		
Last name:	First name:	Phone number:
Address:		
Email:		
Pet and Travel Information		
Date of Travel:		
Origin Station:	Destination Station:	
Name of Pet (1):	ONTC Kennel Required (1): Yes / No	
Name of Pet (2):	ONTC Kennel Required (2): Yes / No	

RELEASE:

- IN CONSIDERATION OF Ontario Northland Transportation Commission (“Ontario Northland”) transporting my pet or pets (collectively my “Pet”) , I hereby release and forever discharge Ontario Northland and its employees, agents and servants, contractors, successors and assigns (“Ontario Northland Insiders”) from any and all claims, actions, causes of actions, suits, proceedings and demands whatsoever of every kind and nature howsoever arising, known and unknown including indemnities, costs and interest, which I may have at any time arising out of any loss, damage, injury or expense to my Pet of whatever kind and nature whatsoever while my Pet is on Ontario Northland Property, my Pet is being loaded onto or off of Ontario Northland’s railcars or my Pet is being transported by Ontario Northland.
- This Release shall apply even if my loss, damage, injury or expense is caused or contributed to by the negligence, gross negligence, breach of duty, default or omission of Ontario Northland or Ontario Northland Insiders.
- This Release is and shall constitute a complete bar to any claim, action, cause of action, suit, demand or complaint or proceeding arising from any matter covered by the Release.
- For the purpose of this Release, Ontario Northland is acting as the agent and trustee for Ontario Northland Insiders.
- For the purpose of this Release, “Property” includes any land, locomotive, passenger cars, baggage cars or any other rolling stock, equipment, apparatus or vehicles owned or leased by Ontario Northland whether situate on Ontario Northland land or not.

ACKNOWLEDGEMENT:

- I acknowledge and agree that:
 - Ontario Northland shall not be responsible for loading and unloading my Pet and their carrier onto the railcar;
 - Ontario Northland does not guarantee the safety of myself or my Pet and related property while my Pet and I are on Ontario Northland Property, including on the railcar;

- (c) My Pet must be enclosed while on the railcar in a secure, rigid carrier constructed of hard plastic or metal which is large enough for my Pet to stand and turn around in or in the kennel, if any, in the railcar.
 - (d) I am solely responsible for the ensuring my Pet has food, water and other necessities during the transport; and,
 - (e) If my Pet is a dog, and known to be aggressive, or requested by Ontario Northland personnel, I am solely responsible for ensuring my pet is muzzled at all times it is outside of its kennel or carrier.
2. There are inherent risks in transporting my Pet and I am requesting Ontario Northland to transport my Pet at my own risk and I voluntarily assume all risks associated with the transport of my Pet by Ontario Northland.
 3. Without limiting the generality of section 2, I acknowledge that the railcar will be used by other animals during transport and that Ontario Northland does not require proof of vaccination of animals prior to transport. I acknowledge and agree that I am assuming the risk of my Pet acquiring a diseases or illness from another animal being transported by Ontario Northland. I hereby waive Ontario Northland from any liability relating to any injury, expense or loss, including emotional pain and suffering, resulting from a disease or illness acquired by my Pet while on Ontario Northland property.
 4. I represent and warrant that my Pet is healthy and poses no risk of injury or illness to other animals or people during its transport by Ontario Northland.

ONTARIO NORTHLAND ONBOARD KENNEL (If applicable)

If I am using the Ontario Northland onboard kennel for the transportation of my Pet, I acknowledge and agree that:

1. Ontario Northland provides no representations or warranties that the Ontario Northland kennel is in satisfactory condition, that it meets the needs of my Pet and that is in a clean and sanitary condition and waive any right I may have to claim against Ontario Northland for any injury, expense or loss, including emotional pain and suffering, suffered by me arising from the condition of the kennel.
2. I accept the risk that my Pet may acquire an illness or disease as a result of the use of the kennel and waive any right I may have to claim against Ontario Northland for any injury, expense or loss, including emotional pain and suffering, suffered by me resulting from my Pet acquiring a disease or illness as a result of using the kennel.

INDEMNITY

I shall indemnify and save harmless Ontario Northland and Ontario Northland Insiders from any and all claims, actions, causes, suits and proceedings and demands whatsoever of every kind and nature howsoever arising which arise as a consequence of any act or omission of myself or my Pet while I and my Pet are on Ontario Northland Property which causes injury or damage to property owned by Ontario Northland or any other person(s).

CAUTION, THIS DOCUMENT HAS THE EFFECT OF RESTRICTING YOUR LEGAL RIGHTS

I represent that I am at least eighteen (18) years of age and do not suffer from any disability which prevents me from understanding the contents, nature and effect of this Release and Indemnity.

I acknowledge that I have read and understood this Release and Indemnity and that I am executing this Release and Indemnity voluntarily and without any duress nor do I rely upon any representation(s) of any employee, agent or servant of Ontario Northland.

PLEASE READ BEFORE SIGNING

Date:	Name (please print):
Signature:	Witness: