

## S and K Expeditions Inc.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement"). BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

INITIAL HERE

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		
	City	Province/State	Country Code
<b>Email Address</b>			
<b>Date of Birth</b>	Year	Month	Day Age
<b>Telephone</b>	Home	Office	Mobile
<b>Trip dates</b>	Year Month Day	To	Year Month Day

**TO: S and K Expeditions Ltd. (hereinafter referred to as the "Operators"), Her Majesty the Queen in the Right of Canada and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred as the "Releasees").**

**DEFINITION:** In this agreement the term "**Wilderness Activities**" shall include all services, activities or events in any way related to the trip being organized and provided by the Releasees including, but not limited to: rafting, canoeing, kayaking, use of facilities, accommodation, food and beverage, water supply, orientation and instruction sessions or classes, transportation or travel to and from rivers or wilderness locations or movement around helicopters, other aircraft, or other vehicles, all loading and unloading of vehicles, aircraft, rafts, canoes or kayaks, all activities while on the river, camping or overnight stays in the outdoors, backpacking, fishing, hiking, backcountry travel, scrambling and climbing and all recreational activities offered.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

**ACKNOWLEDGEMENT - WHITEWATER / RIVER RAFTING / CANOEING / KAYAKING SAFETY**

I acknowledge that I have been advised I must wear a helmet and lifejacket while rafting, canoeing or kayaking whitewater. Instruction in the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required by rafting, canoeing or kayaking and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Wilderness Activities and have informed the Operator of any pre-existing medical conditions. I acknowledge that I am not nor will I be under the influence of non-prescription drugs or alcohol while participating in the Wilderness Activities. Some exceptions may apply in regards to alcohol when deemed appropriate by the Operator.

**ASSUMPTION OF RISKS** – I am aware that participation in Wilderness Activities involves many risks, dangers and hazards and the possibility of personal injury, death and loss of property. These risks, dangers and hazards include but are not limited to: accidents which occur during transportation or travel to and from wilderness locations, which may involve inclement weather; capsizing or overturning in cold water of rafts, canoes, kayaks, or boats; variation in the water conditions, surfaces and currents; sudden violent and unexpected movement of the boat; falling out of canoes, kayaks, rafts, or boats into sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, powerboats, rafts, raft equipment or other vessels; hypothermia due to exposure to very cold water; high winds; accidents involving fishing, hiking, backpacking, walking on glaciers and snow, scrambling, climbing and backcountry travel; accidents involving calving glacial ice and icebergs; encounters with dangerous or poisonous flora or fauna; encounters with firearms, chemicals and projectiles used to deter wildlife; accidents involving fires or stoves used around camps; accidents from equipment failure. Other risks, dangers and hazards inherent to Wilderness Activities include but are not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock or mud slides, large or irregular waves; rapid and extreme change in weather conditions. Communication in the wilderness environment is difficult, and in the event of an accident, rescue and medical treatment may not be immediately available. Further risks, dangers and hazards may arise through negligence of other participants or third parties, **OR NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

**I AM AWARE OF THE RISKS, DANGER AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my participation in the Wilderness Activities and as a passenger on this trip and permitting my use of their services, equipment, vehicles, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby 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, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Wilderness Activities, **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 any applicable Occupier's Liability Legislation on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of Wilderness Travel referred to above.**

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- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Wilderness Activities;
- 3) That this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4) 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 where the Wilderness Activities take place and no other jurisdiction; and
- 5) Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Wilderness Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.
- 6) In addition to this release, the *Marine Liability Act*: S.C.2001, c.6, may further limit the liability of the Operators in the event of an accident resulting in injury or death.

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**CANCELLATION / EVACUATION / MEDICAL INSURANCE** – I acknowledge that this insurance is highly recommended.

**PHOTO RELEASE** – I consent to photographs and videos taken of me during my participation in the Wilderness Activities, and to publication of the photographs and videos by the Operators for advertising, promotional and conservation purposes.

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

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

Signature of Participant \_\_\_\_\_ Print Name Clearly \_\_\_\_\_

Signature of Parent or Guardian if participant under 18 years old \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_

**SIGNATURE REQUIRED ABOVE AND INITIALS IN THE THREE BOXES ABOVE**