

WINTER

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

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

TO: S AND K EXPEDITIONS INC. (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: alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, expeditions, trekking, glacier travel, use of facilities, accommodation, food and beverage, water supply, orientation and instruction sessions or classes, transportation or travel to and from wilderness locations or movement around helicopters, other aircraft, snowcats, snowmobiles or other vehicles, all loading and unloading of vehicles, aircraft, camping or overnight stays in the outdoors, 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.

I AM AWARE OF THE RISKS, DANGERS 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.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

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.

I am aware that the physical exertion required by Wilderness Activities 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 Operators 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 Operators.

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

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. Avalanches occur frequently in the terrain used for Wilderness Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for Wilderness Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; impact or collision with other persons; effects of high altitude including pulmonary edema and cerebral edema; accidents which occur during transportation or travel to and from wilderness locations; encounters with dangerous or poisonous flora and fauna; accidents involving fires or stoves used around camps; becoming lost or separated from one's party or guide; accidents from equipment failure; accidents involving flying by aircraft to and from remote locations which may involve inclement weather. Disease may arise from the increased difficulty in maintaining personal hygiene. Further risks, dangers and hazards may arise through negligence of other participants or third parties, and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the wilderness environment is difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

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Initial Here

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.** Initial Here

- 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.**

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