

Waiver, Release and Indemnity

Please read this form carefully as it affects your rights at law

Waiver must be signed prior to departure



A separate Waiver must be signed for each Guest. Check only one box and complete the following information.

This document is signed by:

☐ An adult tour participant ☐ A parent or legal guardian on behalf of a minor tour participant

Tour Code: Aspire Canada Tours (ACT)

Tour Dates: _____

Tour Participant (the **"Guest"**): _____

Guest Date of Birth: Year: _____ Month: _____ Day: _____

If Guest is under 18 years of age:

Name of Person Signing Waiver: _____

Relationship of Signer to Guest (select one): ☐ Parent ☐ Legal Guardian

For the purpose of inducing Frontiers North Adventures to take the Guest on the tour identified above (as such tour details may change from time to time, the **"Tour"**), the undersigned on behalf of myself if the undersigned is the Guest OR as the parent or legal guardian of the Guest if the Guest is under the age of 18 years old, hereby covenants, acknowledges and agrees as follows:

1. I am over 18 years of age, and I am authorized to execute this waiver on behalf of the Guest. I am capable of freely giving or withholding my consent, and I have freely entered into this waiver, release and indemnity (the **"Waiver"**). I acknowledge that the Tour is conducted in remote areas, not always on established roadways, and that there are significant risks inherent in the Tour. Although the Tour Provider will use all reasonable efforts to ensure the safety of the Guest, I understand that such safety cannot be guaranteed. The risks to the Guest include, but are not limited to: (a) mechanical breakdown of the Tour vehicle(s); (b) becoming stranded in remote areas; (c) being subjected to rugged terrain and a very harsh climate; and (d) encounters with wild animals. I understand and acknowledge that: (e) the behaviour of wild animals in their natural environment cannot be predicted or controlled, nor can weather conditions; (f) although the Tour Provider will try to ensure frequent and high quality viewing of nature and wildlife, this cannot be guaranteed in any way; (g) the Guest may come into contact with wild animals; (h) the Tour is conducted in areas where there is no human habitation and a climate that can be extremely dangerous to humans; and (i) as a result of the risks outlined above or otherwise in connection with the Tour, it is possible that the Guest could be injured or killed.

2. I further acknowledge and agree that, if travel to and from Churchill, Manitoba (or such other starting point for the Tour as may apply) is included in the Tour, such travel to and from Churchill, Manitoba, is expressly subject to the terms, conditions, releases and waivers of the applicable airline, rail carrier or other carrier (including as it relates to delays and cancellations), all of which are deemed incorporated herein by reference for the benefit of the Tour Provider. If travel to and from Churchill, Manitoba (or such other starting point for the Tour as may apply) is not included in the Tour, I acknowledge that I am solely responsible for ensuring that the Guest arrives and departs from the starting point of the Tour at times that permit the Guest's participation in the Tour. In either case (i.e. whether or not such travel is included in the Tour), I acknowledge that flight, rail or other carrier schedules are subject to change without notice and that I am solely responsible for verifying the Guest's travel schedule with the carrier(s) prior to the departure and the return date. I am also solely responsible for ensuring that the Guest has sufficient time to make connections and to arrive at the Tour's starting point on time and to arrive on time for return travel after the Tour. I acknowledge that the Tour Provider has no control over air, rail or other carriers and cannot guarantee travel schedules, which may be altered or affected by various circumstances. The Tour Provider will not be liable for any change of schedule for a Tour (including due to weather at the location of the Tour) or for any delayed or missed Tour due to cancelled or delayed travel, including for any additional fees which may be incurred by me or the Guest or for any special, incidental or consequential damages (including the loss or delay of receipt of baggage) arising from any of the foregoing. I acknowledge and accept that the Tour Provider requires that I obtain comprehensive travel insurance to insure the Tour, at my sole cost and expense, and I agree to provide evidence of the said coverage to the Tour Provider prior to commencement of the Tour. I agree that I am solely responsible for fulfilling this requirement and the Tour Provider is not responsible to verify that the coverage is in place. My commitment to obtain comprehensive travel insurance does not in any way limit the releases and waivers provided by me herein.

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3. Having acknowledged an understanding of these risks, I hereby, on my own behalf and on behalf of the Guest (if I am not the Guest), remise, release, quit claim, forever discharge and save harmless the Tour Provider of and from all claims, demands, rights, causes of action, costs and liabilities of every nature and kind whatsoever in law or in equity ("Claims") which may be caused to or suffered by the Guest and arise during, as a result of or in connection with the Guest's participation in the Tour and/or the goods and services provided to the Guest by or on behalf of the Tour Provider. Without limiting the generality of the foregoing, I hereby, on my own behalf and on behalf of the Guest (if I am not the Guest), release the Tour Provider of and from any and all Claims which may now exist or may hereafter arise from or by reason of any injury, death, sickness or loss whatsoever suffered by the Guest or from damage to any property (including loss or theft of personal property) suffered by the Guest at any time while the Guest is travelling to or from the Tour, on the Tour, or in the Tour Provider's vehicles or facilities. This Waiver shall apply whether or not any such Claims arise from an act or omission of the Tour Provider. I agree, on my own behalf and for and on behalf of the Guest (if I am not the Guest), not to make any claim or take any proceedings against the Tour Provider or any other person, corporation or other entity who might claim contribution, indemnity or other relief from the Tour Provider. If I am not the Guest, I agree not to initiate or commence any claim or action against the Tour Provider on behalf of the Guest and I indemnify the Tour Provider for any liability whatsoever incurred by the Tour Provider to the Guest, including pursuant to any Claim initiated or commenced by or on behalf of the Guest against the Tour Provider (whether by a parent, litigation guardian, public trustee or other guardian, principal or agent acting on behalf of the Guest). The indemnities provided by me in favour of the Tour Provider in this Waiver shall extend to any costs suffered by the Tour Provider in connection with any Claim, including for legal fees and disbursements on a solicitor and client basis.

4. This Waiver shall be binding on the Guest and the Guest's family members, attorneys, agents, executors, trustees, representatives and assignees. I hereby indemnify and save harmless the Tour Provider for any Claims against the Tour Provider by the Guest, the Guest's family or any member thereof, the Guest's employer or by any other person for whom or to whom I am or the Guest is or may be responsible, whether at law or otherwise. The term "Tour Provider" expressly includes all companies and persons affiliated with Frontiers North Adventures, including, but not limited to, 5878820 Manitoba Ltd., 5836264 Manitoba Ltd. o/a Tundra Inn, Frontiers North Inc. o/a Frontiers North Adventures, FNI Holdings Corp., and their respective officers, directors, shareholders, partners, employees, insurers, agents, representatives, sellers, resellers, local operators, and all of their respective heirs, executors, administrators, successors, assigns and personal representatives.

5. I agree to take full responsibility to ensure that the Guest shall follow all rules, guidelines, policies, regulations and recommendations (the "**Rules**") made by the Tour Provider, and to indemnify the Tour Provider for any costs or losses suffered by it which are caused by or arise in connection with the Guest's failure to follow any such Rules of which I have, or the Guest has, been made aware by the Tour Provider, whether verbally or in writing.

6. I acknowledge that, during the Tour, the image, likeness and personality of the Guest may be captured on photograph, video, sound recording, live action internet transmission and on other media (the "**Personal Images**"), and that the Tour Provider may wish to use these Personal Images for promotional and other business purposes. I hereby relinquish and forever waive all of the rights of the Guest relating to the content of the Personal Images and their being captured, reproduced and used (whether or not for profit) on any such media form(s), including any privacy rights or rights to be compensated for the commercial use of the Personal Images that the Guest may have, and further relinquish and waive any copyright, moral rights or any other rights that the Guest may have in the content or use of the Personal Images.

7. I agree that this Waiver shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein. I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Manitoba in respect of any matter arising in connection with this Waiver. I acknowledge and covenant that I have read this document carefully before signing it, that the information provided by me is true, and that I understand all of the provisions contained in it. I am signing this document freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal, and I acknowledge and agree that the execution of this document by electronic means (including by click-through acknowledgment) constitutes an original signature to this Waiver and a binding agreement. By electronically signing the Waiver, the undersigned consents to the entering into of this Waiver in electronic form and acknowledges that the undersigned's electronic signature will have the same legal force and effect as a handwritten signature.

SIGNATORY FOR THE GUEST:

Signature: _____

Print name: _____

Date (DD/MM/YYYY): _____

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