

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial _____

Name	Last	First	Initial	Telephone
Address	Street	City	Prov/State - Country	
	Postal / Zip Code	Email	Telephone	
Emergency Contact	Name / Telephone	BOOKING ID		Telephone
	Email	Telephone		

I, _____ (the "**Participant**") sign on the _____ day of _____, 20____ this RELEASE AND WAIVER OF LIABILITY [NTD: clickwrap placeholder to identify date/trip] (the "**Release**") in favour of 1560434 B.C. Ltd. (doing business as Aspire Canada Tours Inc.) and all related or associated companies and their respective owners/shareholders, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "**Releasees**")

In this Release, the term "**Adventure Tourism**" shall include, but is not limited to: the chartering, rental, and/or use of transportation conveyances (including airplane, floatplane, helicopter, motor vehicle, ATV/UTV, tundra vehicle, catamaran, motorboat, ridged hull inflatable boat, inflatable watercraft, train, snowmobile, dogsled, bicycle, and snowshoes), the rental and use of related safety, insulative, and personal protective equipment, and all related activities, services, and use of facilities, equipment, and/or terrain either provided by or arranged by the Releasees, including but not limited to third party guided and self-guided interpretive programs for the viewing of nature, wildlife, or cultural experiences, and including the provision of related transportation, accommodation and food/beverage selections at third-party businesses.

ACKNOWLEDGEMENT-SAFETY

Initial _____

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment while participating in Adventure Tourism, as advised by the Releasees or any third party Adventure Tourism provider.

I am aware that the physical exertion required by Adventure Tourism and forces exerted on the body therefrom can activate or aggravate pre-existing 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 Adventure Tourism. I further acknowledge that I am responsible for bringing and keeping accessible a sufficient supply of any personally required medications and other required medical items for the duration of the Adventure Tourism excursion, including sufficient extras in case of unexpected delay, and that resupply during the Adventure Tourism excursion is likely unavailable.

I agree to not participate in any Adventure Tourism activities while impaired by drugs or alcohol. I acknowledge that "impairment" includes any state where my judgement or physical ability is compromised. I agree that the Releasees reserve the right to deny participation to any individual who, in their sole discretion, appears impaired or may pose a safety risk to themselves or others due to consumption. I accept that no refunds will be provided in such circumstances.

I acknowledge that Participants are expected to treat one another, the members of the communities in which they are engaged in Adventure Tourism, the Releasees, any third party guide or provider, and the environment with respect and kindness at all times, and that courteous communication, cooperation, and patience are essential to creating a safe and positive Adventure Tourism experience. I acknowledge that I will be a guest on the traditional territories of Indigenous peoples, and I agree to abide by all Visitor Codes of Conduct, cultural protocols, and instructions provided by the Releasees regarding my interaction with local communities, wildlife, and the environment. I agree that behaviour that compromises the safety, comfort, or well-being of others, or shows disregard for the environment or local communities, will not be tolerated, and that if such behaviour occurs and is not corrected immediately, the Releasees reserve the right to modify or end my Adventure Tourism activities as necessary to protect the group, community, or environment, and maintain a respectful atmosphere. I accept that no refunds will be provided in such circumstances.

DESCRIPTION AND ASSUMPTION OF RISKS

Initial

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Adventure Tourism, including the **RISK OF SEVERE INJURY OR DEATH**.

The environments where Adventure Tourism occurs can be uncontrolled, unmarked, in poor condition, and not inspected, and involves many risks, dangers and hazards. The Releasees make no representations as to whether they are safe.

Risks, dangers and hazards associated with Adventure Tourism may include, **but are not limited to:**

Accidents which occur during transportation to and from the location of participation, falls, trips and slips; cuts, contusions, and/or broken bones; extreme variation in trail conditions and terrain, from natural or man-made hazards, including bridges, hidden or exposed holes or depressions, rocks, cracks, uneven man-made or natural surfaces, washouts, gravel roads, trees, stumps, dead-fall and other natural objects, ice, snow, water or slippery conditions; impalement by objects; rockfall, icefall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; motion sickness and vertigo; sudden violent and unexpected movement of a conveyance; wrongful distribution of weight; exceeding weight capacity, or maximum number of individuals on a conveyance; falling from a conveyance; running aground and/or other hard stops; waves, rip currents, surges, rapids, and tidal forces; variation in water conditions, surfaces, and currents; impact or collision with submerged or partially submerged marked and unmarked obstacles, including hidden or exposed rocks, boulders, logs, stumps, roots, forest deadfall, trees and other objects, and other vessels; entrapment or entanglement in ropes, chains, or other vessel tackle; variable, severe or rapidly changing weather with little or no warning, including storms, high winds, electrical storms and lightning, and whiteouts; dangerous and unpredictable trail conditions; hypothermia; frostbite; hyperthermia; heat exhaustion; heat stroke; sunburn; dehydration; still and moving water; breaking and falling through ice; submersion and/or cold water immersion (including cold shock) in lakes, ponds, streams, and creeks; drowning; loss of balance or control and falls, particularly on steep, slippery, uneven or difficult terrain; errors of judgment; lack of preparation; inadequate, inappropriate, or improperly prepared or adjusted equipment; equipment malfunction or loss (including extreme cold weather breakdown); fires (including burns and damage to property therefrom); improperly cooked or prepared foods; contaminated water leading to illness or infection; loss or damage to personal property; failure to act safely or within one's ability or within a designated area; impact or collision with animals, vehicles, persons, or objects; negligent first aid; fire smoke and fine particulate matter; encounters with livestock and domestic or wild animals, including aggressive or predatory wildlife including proximity to unpredictable large carnivores; animal (terrestrial and water-based) and insect bites (and possible allergic reactions therefrom); negligence of other individuals, becoming lost, going off route or becoming separated from one's group or leader; and infectious and communicable disease, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Adventure Tourism occurs is likely not reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available.

I am aware that participation in Adventure Tourism also **MAY INCLUDE RISKS INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OUTDOOR ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Initial

In consideration of the RELEASEES agreeing to my participation in Adventure Tourism, I do hereby freely, voluntarily, and without duress 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 Adventure Tourism, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE TOURISM INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **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 Adventure Tourism, as well as any loss of or damage to personal property left in or on any conveyance or destination.
3. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of an infant, if I am executing this Release as the parent/guardian on behalf the said infant participant of Adventure Tourism).
4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Adventure Tourism, I consent to such treatment as deemed necessary by the Releasees.
5. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require non-scheduled or emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such non-scheduled or emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Adventure Tourism.
7. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health, disability, emergency evacuation, and/or trip cancellation insurance. I further understand that such insurance is highly recommended by the Releasees, given the remoteness of the locations in which Adventure Tourism occurs.
8. I certify that no qualified medical professional has advised me to **not** participate in Adventure Tourism.
9. In the event of my death or incapacity, this Release shall be effective and binding upon my heirs, next of kin, executors, administrators, successors, assigns and representatives.
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

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

PHOTO/VIDEO RELEASE – I understand that during Adventure Tourism I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I confirm that I have read and understand this Release Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs,

executors, administrators, assigns, and representatives may have against the Releasees.

BY CLICKING THE CHECKBOXES ABOVE, APPLYING MY ELECTRONIC SIGNATURE WHERE PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON BELOW, I ACKNOWLEDGE, AGREE AND CERTIFY AS FOLLOWS:

- (a) **I HAVE READ AND REVIEWED THE RELEASE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS;**
- (b) **THE ABOVE INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS AS OF THE DATE AND TIME THAT I HAVE CLICKED THE SUBMIT BUTTON;**
- (c) **I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES; AND**
- (d) **I HAVE THE POWER AND AUTHORITY TO AGREE TO THE RELEASE AGREEMENT.**

Dated: _____

_____ Participant's Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Signature	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name