

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Initial Here

Name: _____

Address: _____

Phone: _____

TO: **Canadian River Expeditions Ltd. and Nahanni River Adventures Ltd. (hereinafter referred to as the "Operators")**, Her Majesty the Queen in the Right of the Yukon Territory and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees").

DEFINITION – In this agreement the term "Wilderness Travel" includes all services, activities or events in any way related to the trip being organized and provided by the Operators including, but not limited to: rafting, canoeing, kayaking, orientation and instruction sessions, transportation or travel to and from rivers or wilderness locations, (including air travel) all activities while on the river, loading and unloading of vehicles, aircraft, rafts, canoes or kayaks, camping, backpacking, fishing, hiking, scrambling and climbing (hereinafter referred to as the "Activities"). A more complete description of the nature and scope of Wilderness travel on these trips is found in the trip material available from the Operators.

ACKNOWLEDGEMENT – Rafting, Canoeing And Kayaking Safety: I acknowledge that I have been advised I must wear a life jacket while rafting, canoeing or kayaking. Instruction in the proper use of the life jacket 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 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 Wilderness Travel. I acknowledge I will not be under the influence of non-prescription drugs or alcohol while participating in Wilderness Travel.

ASSUMPTION OF RISKS – I am aware that Wilderness Travel involves many risks, dangers and hazards and the possibility of personal injury, death and loss of property. These risks, dangers and hazards are more fully described in the trip material available through the Operators. Participants are strongly encouraged to review this material carefully and to consult directly with the Operators, in order to gain a full appreciation of the risks, dangers and hazards associated with wilderness travel. These risks, dangers and hazards include but are not limited to: accidents which occur during transportation to and from wilderness locations; capsizing or overturning in cold water of rafts, canoes, kayaks, or boats; falling out of, canoes, kayaks, rafts, or boats; impact or collision with rocks, trees, logs, deadfall, powerboats, rafts, raft equipment or other vessels, accidents involving fishing, hiking, backpacking, walking on glaciers and snow, scrambling, climbing and backcountry travel; accidents involving calving glacial ice and icebergs; encounters with domestic and wild animals; encounters with firearms, chemicals and projectiles used to deter wildlife; accidents involving fires or stoves used around camps; accidents from equipment failure; accidents involving flying by aircraft to and from remote locations which may involve inclement weather. Other risks, dangers and hazards inherent to Wilderness Travel 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 traveled 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 ocean waves. Weather conditions may be extreme and can change rapidly in the wilderness environment. 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 Operators or their directors, officers, employees, agents, guides, independent contractors, sub-contractors or representatives including the failure to safeguard or protect me from the various risks, dangers and hazards referred to above.** I acknowledge that these are only a few examples of the risks, dangers and hazards one may encounter during wilderness travel with the Operators. **I FREELY ACCEPT AND FULLY ASSUME THE RISKS DANGER AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM MY PARTICIPATION IN THE WILDERNESS TRAVEL.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT – In consideration of the Operators agreeing to accept me as a passenger on this trip and my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:



Initial Here



PO Box 31203
Whitehorse, Yukon
Canada Y1A 5P7

1-800-297-6927
Fax: (867)668-3056

E-mail:
info@nahanni.com
Website:
www.nahanni.com

1) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Operators, or their directors, officers, employees, agents, guides, independent contractors, sub-contractors or representatives (all of whom are hereinafter referred to as 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 Travel, 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 the *Occupiers’ Liability Act* (or equivalent in the appropriate jurisdiction) on the part of the releasees and further including the failure on the part of the releasees to safeguard or protect me from the risks, dangers, and hazards of Wilderness Travel.

Initial
Here



- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any property damage or personal injury to any third party resulting from my participation in Wilderness Travel;
- 3) That this Agreement shall be affective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4) That this Agreement shall be governed by and interpreted solely in accordance with the laws of the Yukon Territory; and
- 5) That any litigation involving the parties to this Agreement shall be brought solely in the Yukon Territory and be within the exclusive jurisdiction of the Courts of the Yukon Territory.

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 activities, and to the publication of the photographs by the Operators for advertising, promotional and conservational purposes.

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.

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

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

Signed this _____ day of _____, _____

Signature of Participant _____ Print name clearly _____

Witness _____ Print name clearly _____

PARENTAL WAIVER AND INDEMNITY: I/we are the parents or guardians of a minor participating in Wilderness Travel. We confirm that we have read and understood this agreement before signing it, and we are aware that by signing this agreement we are waiving certain legal rights on our own behalf and on behalf of our child which we or our heirs, next of kin, executors, administrators and representatives may have against the releasees.

Further, we agree to indemnify and hold harmless the Releasees from any and all liability arising from property damage, personal injury, or death suffered by our minor child while participating in Wilderness Travel or arising from our minor child’s participation in Wilderness Travel, or caused to other persons by a deliberate act or inaction, negligent or otherwise of our minor child.

Signed this _____ day of _____, _____

Signature of Parent or Guardian _____ Print name clearly _____

Witness _____

Signature of Parent or Guardian _____ Print name clearly _____

Witness _____

