

WHYNOT ADVENTURE OUTFITTERS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT

(Hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!!**

Initial

Please Print

Name:

Address:

TO: WHYNOT ADVENTURE OUTFITTERS. KEJI (KEJIMKUJIK) OUTFITTERS, Her Majesty the Queen in the Right of the Province of Nova Scotia and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns and to the Manufacturers and Distributors of the Rental Equipment, and their Directors, Officers, Agents and Representatives (all of whom hereinafter referred as "the Releasees")

DEFINITIONS:

In this agreement:

- a) the term "**BOATING**" shall apply to "flatwater canoeing," "whitewater canoeing," "flatwater kayaking," "whitewater kayaking," "sea kayaking," "ocean surfing," "river surfing," and "sailing,"
- b) the term "**HIKING**" shall refer to "day hiking" and "backpacking".
- c) The term "**BICYCLING**" shall refer to "mountain biking", "cycling", and "road biking"
- d) the term "**RESCUE**" shall refer to "rope rescue," "helicopter rescue," and "swiftwater rescue,"
- e) the term "**WILDERNESS TRAVEL**" shall refer to all forms of land (on or off-trail), air, and water based travel and shall include all activities, services and use of facilities either provided by or arranged by the Releasees or in any way related to boating, hiking, rescue, and wilderness travel activities including, but not limited to: orientation and instruction sessions, transportation, accommodation, food, and recreational activities in addition to boating, hiking, rescue, and wilderness travel;
- f) the term "**TRANSPORTATION**" shall refer to all forms of transportation off road and on public roads, private roads, and logging roads, including WAO owned vehicles, leased vehicles, ferries, airplanes, guest owned vehicles, sailing vessels, motorized vessels, and helicopter either provided by or arranged by WAO or in any way related to boating, skiing, hiking, rescue, and wilderness travel activities including, but not limited to: loading, unloading and travel in or movement around vehicles, motorized vessels, and helicopters.
- g) the term "**INJURY**" shall refer to all forms of physical, mental, and emotional injury in any way related to boating, skiing, hiking, rescue, wilderness travel, and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, frostbite, hypothermia, trauma, anxiety, phobias, allergies, and fears.

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ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in a canoe or kayak. I also acknowledge that I have been advised to wear a helmet at all times while bicycling.

ASSUMPTION OF RISKS – DROWNING, RIVER TERRAIN, OCEAN TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.

I am aware that boating, hiking, bicycling, rescue, wilderness travel, and transportation involves risks, dangers and hazards in addition to those normally associated with travel in land, air, and water based wilderness environments. Drowning, hypothermia, and impact by other boats and boaters occurs frequently in the aquatic terrain used for boating activities and may be caused by but not limited to natural forces or boaters. Bear or other wildlife attacks, rough or irregular terrain, and hiker falls are frequent hazards in the wilderness terrain used for hiking and may be caused by natural forces or hikers. Vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used for boating, hiking, rescue, and wilderness travel and may be caused by but not limited to natural forces or people.

I acknowledge and accept that the Releasees and their staff may fail to predict whether the terrain used is safe for boating, hiking, rescue, wilderness travel, and transportation or whether an accident may occur. The terrain, both land and water, used for boating, hiking, bicycling, rescue, and wilderness travel is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: attacks by bears and other animals, trees, falling trees, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the snow surface, steep slopes, cliffs, road banks, fences and other man-made structures, impact or collision with other boaters; whitewater, re-circulating holes, rocks, ledges, undercuts, sweepers, dams, waterfalls, open-water crossings, open ocean coastline, surf, waves, wind, rip tides, overflows, undercurrents, surf impact, whirlpools, hail, lightning, inclement weather, failure to predict weather, vehicle rollovers, overloaded roof racks, pulling trailers, unsafe driving, unsafe road conditions; the failure to boat, or hike safely within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other boaters, skiers, hikers, or rescuers; and **NEGLIGENCE ON THE PART OF OTHER GUESTS, THE RELEASEES OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF THE RELEASEES OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS BOATING, HIKING, BICYCLING, RESCUE, WILDERNESS TRAVEL, AND TRANSPORTATION.** Communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BOATING, HIKING, BICYCLING, RESCUE, WILDERNESS TRAVEL, AND TRANSPORTATION 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, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT (continued)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in boating, hiking, bicycling, rescue, wilderness travel, and transportation, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

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1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future 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 boating, bicycling, hiking, rescue, wilderness travel, and transportation activity, **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 OCCUPIER'S LIABILITY ACT. 1996, c.27, s. 1., ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF BOATING, SKIING, HIKING, RESCUE, WILDERNESS TRAVEL AND TRANSPORTATION 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 boating, skiing, hiking, rescue, wilderness travel, and transportation;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in boating, skiing, hiking, rescue, wilderness travel, and transportation;
- 4. That this 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;
- 5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Nova Scotia and no other jurisdiction, and
- 6. Any litigation involving the parties to this Agreement shall be brought solely within the Province Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of boating, bicycling, hiking, rescue, wilderness travel, and transportation other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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Signed this _____ day of _____, 20_____.

Signature of applicant
Print name clearly

Signature of witness
Print name clearly

If applicant is under the age of majority, this waiver must be signed by a parent or legal guardian.

Signature of parent or legal guardian	3. Applicant name and age	6. Applicant name and age
1. Applicant name and age	4. Applicant name and age	7. Applicant name and age
2. Applicant name and age	5. Applicant name and age	8. Applicant name and age

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH THE RELEASEES.

09/02/2013