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

(hereinafter the "Release Agreement")

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH
OF CONTRACT OR BREACH OF ANY APPLICABLE OCCUPIERS LIABILITY
LEGISLATION OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

PLEASE READ CAREFULLY!

**PLEASE CONFIRM THAT YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU
WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR
NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY APPLICABLE OCCUPIERS
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PLEASE REVIEW AND FAMILIARIZE YOURSELF WITH TRIP DETAILS AND CANCELLATION POLICIES ON OUR WEBSITE AT WILDBLUEYONDER.CA PRIOR TO COMPLETING AND SIGNING THIS RELEASE

TO: (Wild Blue Yonder Adventure Tours Ltd. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION The term "Wilderness Travel " shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: whitewater rafting; swimming; hiking; trail walking; scrambling; backcountry travel; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instructional sessions; all transportation and travel to and from rivers or wilderness locations; loading, unloading and travel by or movement in or around vehicles, watercraft; picnicking, camping and all related activities.

TRIP CANCELLATION / EVACUATION / MEDICAL INSURANCE I understand and accept that there may be changes, delays or cancellations of the trip itinerary, and I agree to release the Releasees from liability for any damage or expense for delay or cancellation of Wilderness Travel, howsoever caused, including but not limited to: change in river, trail, weather conditions; force majeure; illness; strikes or other labour disruption; overbooking or downgrading of services; supplier bankruptcy or insolvency; mechanical failure of transportation or failure of any transportation to arrive or depart on time; or negligence or default on the part of the Releasees. I acknowledge that trip cancellation, evacuation and medical insurance are highly recommended and that it is my responsibility to arrange such insurance.

TRAVEL BY VEHICLE and OTHER FORMS OF LAND, SEA OR AIR TRANSPORTATION I acknowledge that the Releasees have no control over transportation carriers and cannot guarantee travel schedules, which may be altered or affected by various circumstances. The Releasees will not be liable for any change of travel schedule due to weather conditions or for any delayed or missed trip due to cancelled or delayed travel, including for any additional fees which may be incurred by me or for any special, incidental or consequential damages or losses arising from any of the foregoing. Weather conditions may be extreme and can change rapidly and without warning, making travel by aircraft hazardous. Communication in remote areas may be difficult and in the event of an accident, rescue and medical treatment may not be available.

ACKNOWLEDGEMENT – RIVER TRAVEL SAFETY

I acknowledge that I have been advised to wear a helmet while whitewater rafting and a personal floatation device while participating in all river activities. Instructions as to the proper use of the helmet and the personal floatation device are available from the guides. I am aware that river rafting may involve sudden, violent and unexpected movement of the raft, which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Wilderness Travel. I acknowledge I will not be under the influence of non-prescription drugs or alcohol while participating in Wilderness Travel.


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ASSUMPTION OF RISKS

I am aware that participating in Wilderness Travel involves many risks, dangers and hazards including but not limited to: travel in remote wilderness locations where assistance, medical and first aid services and evacuation may not be readily available and communication may be difficult or not be possible; accidents which occur during transportation or travel to and from the river or remote areas; slips, trips and falls; the overturning or upsetting of rafts or other watercraft; sudden, violent and unexpected movement of watercraft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, watercraft, or raftequipment; encounters with domestic or wild animals including bears; high winds; equipment failure; variation in the water conditions, surfaces and currents; rock or mud slides; large or irregular ocean waves; accidents involving hiking, walking on slippery surfaces, scrambling, and backcountry travel; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and negligence of other participants in Wilderness Travel.

Participants may become lost or separated from their guide or party. Communication on the river and wilderness locations is difficult, and in the event of an accident, rescue and medical treatment may not be available.



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I am also aware that there is a risk of **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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS TRAVEL.**

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WILDERNESS TRAVEL AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.



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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Wilderness Travel and permitting my use of their equipment, vehicles, parking and other facilities, 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 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS TRAVEL;**



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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 Wilderness Travel;
3. 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 of Alberta and no other

jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Province of Alberta.

CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THIS WAIVER

I confirm that I have reviewed the information provided to me by Wild Blue Yonder Adventure Tours Ltd. (the Releasees), and I acknowledge that 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 participating in Wilderness Travel, other than what is set forth in this Release Agreement and by Wild Blue Yonder Adventure Tours Ltd. I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.*

- No
 Yes

PHOTO / VIDEO RELEASE

I consent to photographs and/or video taken of me (and any minor children listed above) being used for advertising, promotional or marketing purposes.*

- No
 Yes

MEDICAL RELEASE

I am aware that the physical exertion required by Wilderness Travel and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I agree to advise the Releasee's Employee or Contractor (also known as 'the guide') of any life-threatening allergies or medical conditions that I have before starting the Activities. I authorize the Releasee's Employee or Contractor to perform first aid or rescue as permitted by their certification level.*

- No
 Yes

Guest Name

First Name*

Last Name*

Phone*

Guest Date of Birth*

Guest Signature*

DATE YOU SIGNED THIS WAIVER

Signed on this date

Guest Address

Address Line 1:*

Street address, P.O. box, company name, c/o

Address Line 2:

Apartment, suite, unit, building, floor, etc.

Country:*

City:*

State/Province:*

Zip/Postal:*

Email Address

Email*

Confirm Email*



Check to receive information, news, and discounts by e-mail.

Emergency Contact

Emergency Contact's Name*

Emergency Contact's Phone Number*

Consent Before Purchase Confirmation

I confirm that before I paid for this rafting trip, I was advised that I would have to sign this agreement, and given an opportunity to read the agreement. *

- No
 Yes

Day of Trip Signature Confirmation

You will be shown this signed agreement when you arrive at our Rafting Base. We are required to confirm that you read and understood the agreement before signing it, and that the signature you provided electronically is a legal form of your signature. Do you agree to this condition? *

- No
 Yes

Please complete the following if you are a GUARDIAN for a MINOR who will be participating

Electronic Signature Consent^{*}

- By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.