



**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 OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		Date of birth
	City	Prov./State	Postal/Zip code

To:

- 1. TAIGA JOURNEYS LTD;**
- 2. HER MAJESTY THE QUEEN IN RIGHT OF THE YUKON;**
and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITIONS

In this Release Agreement the term "Wilderness Activities" shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees including but not limited to: hiking; backpacking; back country travel; snowshoeing; wildlife viewing; orientational and instructional courses; seminars and sessions; accommodation; transport to and from trail head; and all other activities, events and services in any way connected with or related to these activities.

ASSUMPTION OF RISKS

I am aware that participation in Wilderness Activities involves many risks, dangers and hazards including but not limited to: 1) personal injury, death, property damage or loss; 2) travel on extreme terrain including creek/stream crossing; 3) lake and river travel aboard motorized boat, canoe or kayak; 4) various activities in extreme and unpredictable weather conditions, including but not limited to: hiking; backpacking; swimming; fishing; skiing, snowshoeing, and handling tools and fires; 5) the use of remote, unsupervised, self-contained all season rental cabins; 6) encounters with and / or attacks by wildlife; 7) predictable and unpredictable forces of nature and rapidly changing weather conditions; 8) winter activities on snow and ice; 9) the use and operation of equipment, including mechanical failure and breakdown; 10) becoming lost or separated from one's party or guide; 11) infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact. Communication in the alpine or backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I am also aware that any further risk, danger and hazard of Wilderness Activities is negligence, inattention, or inexperience of other persons in the party and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE.

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SIGNATURE OF PARTICIPANT

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES 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 THERFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Wilderness Activities and permitting 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:

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 of injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Wilderness Activities. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OF OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, 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 PARTICIPATING IN THE WILDERNESS ACTIVITIES PREFERRED TO ABOVE:

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Wilderness Activities;
- 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 Yukon and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within Yukon, and shall be within the exclusive jurisdiction of the Courts of Yukon.

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 the Wilderness Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Signed this _____ day of _____, 20__	Signature of participant
Witness	Please print name clearly
Signature of guardian if Participant is under age of majority	Please print name clearly