

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

- TO:**
1. TERRE BORÉALE INC. (the "Operator")
 2. WILDERNESS TOURISM ASSOCIATION OF THE YUKON;
 3. HER MAJESTY THE QUEEN IN RIGHT OF THE YUKON;

and

their respective owners, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

| | | | |
|------------------|------|--------------|-----------------------------------|
| Name | Last | First | Date of Birth (dd/mm/yyyy) |
| Telephone | | Email | |

DEFINITION

In this Release Agreement, the term "**Adventure Activities**" shall include but is not limited to: all activities, services and use of facilities and equipment either provided, arranged or organized by the Operator including orientation and instructional sessions or classes, guiding, supervision, transportation, accommodation, food, beverage including water supply, use of equipment, and multi-day camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor or operator would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS

Participation in Adventure Activities involves various risks, dangers and hazards including the risk of serious injury, paralysis or death. Adventure Activities often take place 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 possible. The risks, dangers and hazards that may be encountered include, but are not limited to: slips, trips and falls; impact or collision with objects; encounters with domestic or wild animals including bears and cougars; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **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 ADVENTURE ACTIVITIES.**

Please refer to the Operator's website for further information regarding the risks, dangers and hazards that may be encountered during Adventure Activities.

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SIGNATURE OF PARTICIPANT

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN
ADVENTURE 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 THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Adventure Activities as defined in this Release Agreement, 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 Adventure Activities, **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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES REFERRED TO ABOVE;

- 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 Adventure 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 Adventure Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT, 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.

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|--|
| Date (dd/mm/yyyy) |
| Signature of Participant |
| Signature of Parent or Guardian if Participant is under age 19 |

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|------------------------------|
| Witness Signature |
| Please Print Name of Witness |