

WILD WOMEN expeditions

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

BY REGISTERING FOR A WILD WOMEN EXPEDITIONS TOUR YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

TO: Wild Women Expeditions Inc. (hereinafter referred to as "THE OPERATOR")

DEFINITION

In this agreement the term "Adventure Travel Activities" shall include but are not limited to all activities in any way related to the horse riding, kayaking, canoeing, surfing, stand-up paddling, hiking, cycling, wild yoga, sailing, swimming, boat tours, white water rafting, snowshoeing, cross country skiing and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the destination, loading and unloading of vehicles, equipment, camping, food preparation, backpacking, fishing, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as the "Activities").

ACKNOWLEDGEMENT – ADVENTURE TRAVEL ACTIVITIES SAFETY

I acknowledge that I will have been advised to wear equipment appropriate for the Activities which will comply with industry standard. Instruction in the proper use of the equipment is available from the guides. I am aware that the physical exertion required by the Activities and the forces exerted on the body can activate or aggravate pre-existing physical 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 with the Activities and I have informed the Operator of any known pre-existing medical conditions. I acknowledge that I am not nor will I be under the influence of illegal drugs or alcohol while participating in these Activities, some exceptions may apply in regards to alcohol when deemed appropriate by the Operator.

ASSUMPTION OF RISKS

I am aware that Adventure Travel Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the destination; the overturning or upsetting of boats; sudden violent and unexpected movement of the boats or related equipment; entrapment by trees, logs, rocks, or equipment; hypothermia due to exposure to very cold water or weather; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters or participants. I am also aware that fishing, hiking, backpacking, camping and back country travel and other activities I may participate in involve many risks, dangers and hazards, including but 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 slides; rapid and extreme change in weather conditions, insect bites or stings or food ingestion resulting in adverse reactions, negligence of other participants. Communication in the backcountry terrain is difficult, and in the event of an accident; rescue and medical treatment may not be available. **I am also aware that there is a risk of negligence on the part of the Operators, including the failure by the Operators and their staff to safeguard or protect me from the risks, dangers, and hazards of the Activities. I freely accept and fully assume ALL risks, dangers, and hazards associated with the activities and the possibility of personal injury, death, property damage or loss resulting therefrom and I have disclosed all pre-existing condition or requirements to the Operators.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATOR agreeing to my participation in the Adventure Travel Activities and permitting my use of its equipment, vehicles, parking, and other facilities (hereinafter referred to as the "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 OPERATORS AND THE PROVINCE AND/OR COUNTRY/ AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as "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 Travel Activities, DUE TO ANY CAUSE WHATSOEVER. INCLUDING NEGLIGENCE. BREACH OF CONTRACT. OR BREACH OF

FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS OF THE 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 Travel Activities;
3. 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;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador; and
5. That any litigation involving the parties to this Agreement shall be brought within the Province of Newfoundland and Labrador.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO PARTICIPATING ON A WILD WOMEN EXPEDITIONS TOUR, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.