

**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. GLANZMANN TOURS LTD. (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**")

<b>Name</b>	Last	First	<b>Date of Birth</b> (dd/mm/yyyy)
<b>Telephone</b>		<b>Email</b>	

**DEFINITION**

In this Release Agreement, the term "**Cabin Rentals and Outdoor 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, cabin rentals, food, beverage including water supply, use of equipment, multi-day camping or overnight stays in cabins or the outdoors, and all outdoor recreation from the Operator's property which was not arranged, organized, or provided by the Operator.

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 Cabin Rentals and Outdoor Activities involves various risks, dangers and hazards including the risk of damage or loss, serious injury, paralysis or death. Cabin Rentals and Outdoor 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; wayfinding; adverse trail conditions; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; carbon monoxide exposure; extreme weather; damage to personal property or vehicles caused by weather or objects; use of tools including axe for wood cutting; negligence of other persons; the use of drugs and alcohol; 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 CABIN RENTALS AND OUTDOOR ACTIVITIES.**

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

**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

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN CABIN RENTALS AND OUTDOOR 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 Cabin Rentals and Outdoor 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 Cabin Rentals and Outdoor 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 CABIN RENTALS AND OUTDOOR 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 Cabin Rentals and Outdoor 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 Cabin Rentals and Outdoor 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.**

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

Witness Signature
Please Print Name of Witness