

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

(hereinafter the "Release Agreement")

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

**PLEASE READ CAREFULLY!**

INITIAL

**TO: TATSHENSHINI EXPEDITING LTD. and its directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

<b>Name</b>	Last	First	Date of Birth
<b>Address</b>	Street	City	
Prov/State	Country	Postal/Zip Code	
<b>Phone No.</b>	<b>Email</b>		

**DEFINITION**

In this Release Agreement the term "**Whitewater Activities**" shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting; kayaking, canoeing; multi-day rafting tours; swimming; fishing; hiking; camping; backpacking; backcountry travel; use of watercraft; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; transportation, loading, unloading and travel in or movement around vehicles and rafts; all transportation or travel to and from the river; accommodation, food and beverage; and all related activities.

**ACKNOWLEDGEMENT –RIVER RAFTING SAFETY**

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while river rafting. Instructions as to the proper use of the helmet and the personal floatation device is available from the guides. I am aware that river rafting and other water activities may involve sudden, violent and unexpected movement of the raft, as well as physical exertion which may result in injury or aggravation of previous 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 Whitewater Activities.

**ASSUMPTION OF RISKS**

I am aware that participation in Whitewater Activities involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river; slips, trips and falls; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other watercraft and equipment; encounters with domestic or wild animals; high winds or adverse weather conditions; equipment failure; variation in the water conditions, surfaces and currents; miscellaneous health problems related to over-exposure to the sun; dehydration; food poisoning; insect bites; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other participants; 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 WHITEWATER ACTIVITIES.**

Communication on the river and in the backcountry may be difficult and in the event of an accident, rescue and medical treatment may not be available.

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**TO: TATSHENSHINI EXPEDITING LTD. and its directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WHITEWATER ACTIVITIES 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 agreeing to my participation in Whitewater Activities 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 Whitewater 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 WHITEWATER ACTIVITIES;**

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or loss or personal injury to any third party resulting from my participation in Whitewater 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.

**PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me during my participating in Whitewater Activities being used for advertising, promotional or marketing purposes.**

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

**I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT 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
Signature of Parent/Guardian if participant is under 19 years of age

Signature of Witness
Print Name of Witness