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

(hereinafter referred to as 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 ANY STATUTORY OR OTHER DUTY OF CARE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I AGREE (Initial)

I hereby agree that this Release Agreement shall apply to all participation in Whitewater Activities for a period of 6 months from the date I sign it.

I AGREE (Initial)

TO: TATSHENSHINI EXPEDITING LTD., operating as Tatshenshini Expediting, and its owners, directors, officers, employees, agents, representatives, instructors, guides, volunteers, contractors, subcontractors, sponsors, successors and assigns and other guests and participants (all of whom are hereinafter collectively referred to as the "Releasees").

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

DEFINITIONS

In this Release Agreement the term **"Whitewater Activities"** shall apply to all activities, accommodations, food and beverage services, transportation, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting; kayaking; canoeing; multi-day watercraft tours; swimming; jumping or diving into water; fishing; hiking; camping; backpacking; backcountry travel; campfire activities; use of watercraft; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; courses, including ice rescue, pack rafting, canoe, raft guide training, whitewater kids camp, kayak courses; demonstrations; transportation, loading, unloading and travel in or movement around vehicles, rafts and other watercraft; all transportation or travel by vehicle, watercraft or foot to and from the river or other pick-up and drop-off locations; accommodation, food and beverage; and all related activities. In this Release Agreement the term "watercraft" shall include, but is not limited to, boats, rafts, kayaks, canoes, inflatables, and all other vessels that travel or float on water.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear both a helmet and a personal floatation device (PFD) while river rafting and to wear a PFD while participating in other watercraft activities. Instructions as to the proper use of the helmet and the PFD are available from the guides. I agree that if I choose to use my own helmet, PFD or wet suit, I do so at my own risk. I acknowledge that I am not, nor will I be, under the influence of non-prescription drugs or alcohol while participating in Whitewater Activities. I am aware that river rafting and other water activities may involve sudden, violent and unexpected movement of the watercraft, as well as physical exertion which may result in injury or aggravation of previous injuries, conditions, symptoms, or congenital defects. I agree it is my responsibility 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 that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me or others. I am aware that Whitewater Activities involving watercraft take place on rivers and other bodies of water, including in whitewater conditions. The risks, dangers and hazards of participating in Whitewater Activities may include but are not limited to: accidents which occur during transportation or travel to and from the river or other pick-up and drop-off locations; slips, trips and falls; the overturning or upsetting of watercraft; sudden, violent and unexpected movement of the watercraft; entrapment in or under water by watercraft, trees, logs, rocks, equipment or other objects, including foot or body entrapment between rocks or other submerged hazards; becoming separated from the watercraft; strong and unpredictable rapids and currents; drowning; cold water immersion, cold water shock, and hypothermia due to exposure to very cold water; falling from the watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other watercraft, and equipment; encounters with domestic or wild animals, including bears; encounters with dangerous or poisonous flora and fauna; high winds or adverse weather conditions; lightning; wildfire; contact with campfires; uncontrolled, unmarked and uninspected wilderness terrain; slippery, steep and unstable terrain; rockfall; equipment failure, including any safety equipment; variation in the water conditions, surfaces and currents; miscellaneous health problems related to over-exposure to the sun; dehydration; food poisoning; allergic reactions; exposure to or consumption of contaminated water; insect bites; physical exertion and lack of fitness; negligent first aid or rescue services; becoming lost or separated from one's guide or party; burns, scalds, or fires from use of camp equipment; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; witnessing or being involved in a traumatic or upsetting event; negligence, inattention, inexperience, or physical aggression of other persons, including other participants; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE, FAILURE TO USE SUCH CARE AS A REASONABLY PRUDENT AND CAREFUL PERSON WOULD USE IN SIMILAR CIRCUMSTANCES AND TO MEET INDUSTRY STANDARDS, AND 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 or medical emergency, evacuation, rescue and medical treatment may not be available or may be significantly delayed.

I AM FULLY AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WHITEWATER ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN WHITEWATER ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.	**I AGREE (Initial)**

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, watercraft, 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participatio n 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 INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE, FAILURE TO USE SUCH CARE AS A REASONABLY PRUDENT AND CAREFUL PERSON WOULD USE IN SIMILAR CIRCUMSTANCES AND TO MEET INDUSTRY STANDARDS, AND 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.** **I AGREE (Initial)**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or loss or personal injury, including death, 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;
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; and
6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

PHOTO/VIDEO RELEASE - I consent, on behalf of myself and any minor under 19 years of age for whom I am signing this Release Agreement as parent or legal guardian, to photographs and/or video taken of me and such minor during participation in Whitewater Activities being used for advertising, promotional or marketing purposes without compensation to me or the minor.

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.

Marine Liability Act: The Marine Liability Act, S.C. 2001, c. 6, may limit the liability of the Releasees in the event of an accident resulting in injury or death.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Whitewater Activities and I confirm I have reviewed the risks, dangers, and hazards with the minor participant. I agree it is my responsibility to supervise the minor participant during their participation in Whitewater Activities unless they are participating in a course or other program for minors in which the Releasees provide supervision to minors.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____ 20_____

Signature of Participant (or Parent/Guardian if participant is under 19 years of age)	Signature of Witness
Print Name of Participant (or parent/legal guardian if participant is under 19 years of age)	Print Name of Witness