

Spirit Bear Adventures Ltd.

Waiver of all Claims, Release from Liability And Assumption of Risks

Warning: By signing this document you, your family and representatives also give up the right to sue.

**IMPORTANT: THIS IS A LEGAL DOCUMENT
Please read and understand this document before signing it.**

To: SPIRIT BEAR ADVENTURES LTD. (hereinafter collectively called "SBA").

In consideration of SBA accepting my application for and my being permitted to go on this SBA trip, I agree to this release from liability, waiver of all claims and agreement not to sue and I agree to assume the dangers and risks, of this SBA trip some of which are described below (collectively called "this agreement").

I hereby waive any and all claims I may now and in the future have against, and release from all liability and agree not to sue SBA and its officers, employees, guides, agents and representatives (collectively "its staff") for any personal injury, death, property damage or loss sustained by me as a result of my participation in a trip with SBA due to any cause whatsoever, including, without limitation, negligence on the part of SBA, or its staff.

I am aware and understand that any trip offered by SBA has, in addition to the usual dangers and risks, certain additional dangers and risks some of which include, without limitation:

- 1) **Steep and slippery terrain** - where a fall, may cause injury or death. In addition the terrain may have many dangerous obstacles and hazards, which may be at times, be difficult to negotiate. Some of these obstacles and hazards include ladders, bridges, steep trails, rocks, creeks and rivers.
- 2) **Rough and dangerous water** - where a kayak can capsize causing injury or death. The ocean may become very rough and dangerous without warning, which could lead to a kayak capsizing. In addition clients may have to negotiate rough surf in order to reach the shore. At times clients may also have to negotiate rough water caused by other marine craft.
- 3) **Wild Animals** - which are unpredictable in nature, may attack clients causing injury or death.
- 4) **Exposure to the natural elements** - which can be uncomfortable and/or harmful and in some cases could lead to death. Sunburn, dehydration, heat exhaustion, heat stroke, cramps and hypothermia are some conditions that may occur from exposure. Weather conditions such as wind, rain and lightning may be extreme and can change rapidly without warning and cause injury or death.
- 5) **Transportation** - where and accident can cause injury or death. Transportation includes but not limited to: land vehicles, watercrafts such as ferries and boat shuttles, as well as other forms of transportation including aircraft. All these forms of transportation have elements that are unpredictable and can lead to an accident.
- 6) **The operator and other trip participants** - where the conduct and negligence of other clients, SBA and its staff might cause injury or death. This includes following instructions of guides whose advice and direction might differ from practices elsewhere.
- 7) **Food and water poisoning** - which can cause injury or death.

I accept all the dangers and risks of this SBA trip and I accept the possibility of injury, death, property damage or loss resulting therefrom including negligence. **(Initials)** _____

I certify that I am fully capable of participating in this SBA trip, and that I am in good physical condition and health. **(Initials)** _____

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Spirit Bear Adventures Ltd.

Page 2

I understand and agree to pay the costs of any evacuation undertaken on my behalf. I also understand and agree to pay the costs of any search and rescue or evacuation undertaken on my behalf. I agree in advance to pay any and all such costs should I be held responsible for these costs. I agree to indemnify and hold harmless SBA and its staff for any costs that they may be charged for any evacuation or search and rescue undertaken on my behalf. **(Initials)** _____

I hereby give permission for the transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for myself. **(Initials)** _____

In entering into this Agreement I am not relying on any oral, written or visual representations or statements made by SBA including those in any brochures or printed literature, Internet websites, or by its staff to induce me to participate in SBA trip.

I confirm that I am of the full age of (19) nineteen years and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, and successors. I am also aware that I am waiving certain legal rights that I otherwise may have and enter this Agreement of my own free will and volition. **(Initials)** _____

I agree and understand that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia.

Signed this _____ day of _____, 20 _____. In the presence of:

Witness' Signature

Applicants Signature

Witness - Print Name

Applicant - Print Name

Witness - Address and Phone Number

Applicant - Address and Phone Number