

# ACCOMMODATIONS AND WILDERNESS ACTIVITIES

## 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!**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ACCOMMODATIONS AND WILDERNESS ACTIVITIES**

INITIAL

Name		First		Last	
Address	Street		City		Prov/State
Country	Post Code / Zip	Email (optional)	Date of Birth: Day / Month / Year		Age

**TO: MOUNT LOGAN EXPEDITIONS INC., operating as Mount Logan EcoLodge (MLL) & YUKON GUIDED ADVENTURES INC. (YGA), HER MAJESTY THE QUEEN IN RIGHT OF THE YUKON TERRITORY** and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all participants (all of whom are hereinafter collectively referred to as the "Releasees").

### DEFINITIONS

In this Release Agreement, the term "**Accommodations and Wilderness Activities**" shall include all activities, all accommodations, multi-day camping or overnight stays in a lodge, cabins or the outdoors, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, and all outdoor recreation from the Releasees property which was not arranged, organized, or provided by the Releasee, and shall include but is not limited to: cross country skiing, snowmobiling, biking, dog-sledding, hiking/backpacking, helicopter-hiking, 4x4 wilderness tour, fishing/ice fishing, river rafting, canoeing, snowshoeing and any other forms of backcountry travel; rental or use of skis, bikes or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowmobiles and motor vehicles, or horses; and other activities, events and services in any way connected with or related to accommodations and wilderness activities.

### ASSUMPTION OF RISKS

I am aware that participation in Accommodations and Wilderness Activities involves many risks, including but not limited to; travel on extreme terrain, particularly high, exposed ridge tops, steep slopes, or where the trail or route is less defined and therefore rough or unstable; travel in areas where fallen timber, shrubbery, branches, rocks, roots or other obstacles or hazards may impede or hinder travel; travel on or through gravel or boulder fields, avalanche and landslide paths, snow fields and glaciers; travel across or beside creeks, streams, rivers, ponds and lakes; encounters with domestic and wild animals, sudden and unexpected changes or variations in the hiking terrain; collisions with motor vehicles and natural or man-made objects; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness. Participants may become lost or separated from their guide or party. Communication in the alpine or backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and back country weather conditions may be extreme and can change rapidly and without warning. Electrical and fire hazards, risk of the spread of fire, burns, exposure to wood-smoke, carbon monoxide exposure; extreme weather and temperature; damage to personal property or vehicles caused by weather, icy roads, or objects; use of tools including axe for wood cutting; negligence of other persons; the use of drugs and alcohol; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid or medical treatment; negligence of other persons, including other guests; 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 ACCOMMODATIONS AND WILDERNESS ACTIVITIES.**

### NOTICE TO SNOWMOBILERS - INCREASED RISK

I am aware that Snowmobiling involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the snow surface; variable and difficult snow conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams, creeks and holes in the snowpack above stream or creeks; cliffs; crevasses; winter travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other snowmobiles and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of snowmobiles and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears, and frostbite and hypothermia.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACCOMMODATIONS AND WILDERNESS 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.**

INITIAL

# ACCOMMODATIONS AND WILDERNESS ACTIVITIES

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in Accommodations and Wilderness Activities, 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 Accommodations and Wilderness Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, 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 ACCOMMODATIONS AND WILDERNESS ACTIVITIES.

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Accommodations and Wilderness 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 the Yukon and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Yukon and shall be within the exclusive jurisdiction of the Courts of that territory.

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 Accommodations and Wilderness Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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 I CONFIRM THAT I HAVE READ AND UNDERSTAND 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ACCOMMODATIONS AND WILDERNESS ACTIVITIES.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature of Witness
Please Print Name

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19