



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

PLEASE READ THIS DOCUMENT CAREFULLY BY SIGNING BELOW, YOU WILL BE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

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In consideration of Quivertree Family Expeditions Inc. ("Quivertree") agreeing to permit the participation of the undersigned in certain customized travel arrangements (the "Travel"), the undersigned (together, the "Undersigned"), individually and together, for ourselves, our heirs, our next of kin, executors, administrators, successors and assigns, hereby intentionally agree as follows:

1. Assumption of Risk and Release.

The Undersigned hereby acknowledge that:

- (a) any travel activity, whether to foreign countries, remote areas or otherwise (together, the "Travel Activity") has certain inherent risks or dangers in which damage, injury (including physical or permanent injury) or death may occur; and
(b) the Undersigned, together with our child(ren), if any, may, in the course of participating in any Travel Activity, be exposed to a variety of risks, dangers or hazards (some of which may be unpredictable or involve little or no notice) to which the Undersigned may not be accustomed which include and are not limited to matters such as becoming lost or separated from the other participants in the Travel Activity, environmental conditions (including health hazards spread by communicable diseases including avian flu), extreme weather conditions, vehicular, boat or air travel risks (including such means of transport which may be unregulated or below regulated safety standards), interaction with other persons, theft, vandalism, interaction with animals or other fauna, exposure to areas with crowds, accommodations below customary Western standards, roads, trails (or lack thereof), forces of nature, civil unrest or riot, delay or cancellation of travel or accommodation arrangements, acts of terrorism, accident or illness in remote areas without means of communication or rapid evacuation or availability of medical supplies or facilities, adequacy or lack of medical care or attention, or situations involving physical exertion for which the Undersigned are unprepared or which were unforeseeable.

In signing this Agreement, the Undersigned, on our own behalf and on behalf of our child(ren) identified below, individually and together, recognize and freely accept and assume all such risks, dangers and hazards, including without limitation, (i) the possibility of injury (including death) to the Undersigned or our child(ren) or any other person; or (ii) property damage; or (iii) loss incidental to or arising from such risks, dangers and hazards, and, RELEASE THE RELEASEES FROM ALL CLAIMS OR COSTS (as defined below) OR ANY OF THEM IN RESPECT THEREOF.

2. Injury due to Carelessness of Others.

The Undersigned also recognize and accept the possibility (i) of personal injury (including death) to the Undersigned and the Undersigned's child(ren), or other persons participating in any Travel Activity; or (ii) property damage or loss resulting from the negligence or carelessness of other participants in any Travel Activity, and agree, individually and together, that THE RELEASEES OR ANY OF THEM WILL NOT BE LIABLE TO THE UNDERSIGNED OR ANY OF THE CHILDREN OF THE UNDERSIGNED FOR ANY PERSONAL INJURY (INCLUDING DEATH) TO THE UNDERSIGNED OR ANY OR ALL OF OUR CHILD(REN) OR PROPERTY DAMAGE OR LOSS SUSTAINED BY THE UNDERSIGNED OR ANY OR ALL OF OUR CHILD(REN) ARISING FROM THE NEGLIGENCE OR CARELESSNESS OF (A) THE RELEASEES OR ANY OF THEM OR (B) OF OTHER PARTICIPANTS IN ANY TRAVEL ACTIVITY, AND RELEASES THE RELEASEES OR ANY OF THEM IN RESPECT THEREOF.

3. Waiver, Release and Indemnity.

The Undersigned hereby intentionally promise and agree, individually and together, as follows:

- (a) to IRREVOCABLY WAIVE any and all Claims that the Undersigned may have in the future against the Releasees or any of them arising out of or due to participation by the Undersigned or the children of the Undersigned in the Travel Activity;
(b) to RELEASE THE RELEASEES or any of them from any and all Claims or Costs that the undersigned, any or all of the children of the Undersigned or the next of kin of the Undersigned may suffer or incur arising out of or in consequence of any loss, injury, death, damage, cost or expense incurred while participating in any Travel Activity DUE TO ANY CAUSE WHATSOEVER DESPITE THAT ANY SUCH LOSS, INJURY, DEATH, DAMAGE, COST OR EXPENSE MAY HAVE ARISEN DUE TO NEGLIGENCE OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, OF THE RELEASEES OR ANY OF THEM, OR BY REASON OF THE BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING, WITHOUT LIMITATION, ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT (BRITISH COLUMBIA), OR BY REASON OF BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL THEORY. Without limiting the generality of the foregoing, the Undersigned, individually and together, further release any recourse which the Undersigned may now or hereafter have resulting from any decision or omission of the Releasees or any of them; and
(c) TO HOLD HARMLESS AND INDEMNIFY the Releasees or any of them from any and all Claims or Costs for any loss, property damage, costs, expenses, personal injury, or death suffered or incurred by any third party (EXPRESSLY INCLUDING ANY OR ALL CHILDREN OR OTHER MINOR PERSON(S) FOR WHOM THE UNDERSIGNED ARE LEGALLY RESPONSIBLE IN LAW AND WHO MAY PARTICIPATE IN ANY TRAVEL ACTIVITY) resulting from the participation of the Undersigned and the children of the Undersigned in any Travel Activity.

4. Confirmation of Review.

The Undersigned hereby individually and together represent and declare that: (a) they have personally read the terms of this Agreement generally and in particular, before signing it; (b) the Undersigned understand the provisions of this Agreement; (c) the Undersigned have had the opportunity to obtain the benefit of independent legal advice in respect of this Agreement before signing this Agreement, and (d) the Undersigned are aware that by signing this Agreement, among other matters, the Undersigned are **WAIVING CERTAIN LEGAL RIGHTS WHICH THE UNDERSIGNED OR THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS MAY OTHERWISE HAVE** against the Releasees or any of them and hereby confirm that the terms of this Agreement contains the entire agreement between the Undersigned and the Releasees relating to the subject matter described in this document.

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5. Additional Indemnity.

The undersigned agree, individually and together, at their own cost and expense, to defend, indemnify and hold harmless the Releasees or any one of them from and against any Claims or Costs incurred by the Releasees or any of the Releasees resulting from the breach of any of the representations, warranties, promises or obligations of the Undersigned under this Agreement.

6. Limitation.

If any of the provisions set forth in this Agreement are held to be unenforceable by any court having jurisdiction in the matter, **THE UNDERSIGNED CONFIRM AND AGREE, INDIVIDUALLY AND TOGETHER, THAT IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASEES TO THE UNDERSIGNED OR ANY PERSON FOR WHOM THE UNDERSIGNED IS RESPONSIBLE IN LAW EXCEED THE SUM OF \$1,000.00.**

7. Suppliers to Quivertree.

The Undersigned understand that as a Canadian-based adventure travel company, Quivertree organizes, promotes, and sells travel programs consisting of certain travel services, including but not limited to surface transportation, excursions, and accommodations which Quivertree purchases or reserves from various suppliers in behalf of the Undersigned. The Undersigned are aware, and clearly understand, that the suppliers providing services for or supplemental to the travel programs sold by Quivertree are independent contractors and are not agents or employees of Quivertree nor does Quivertree act as an agent for any supplier of travel services. Therefore, **THE UNDERSIGNED ACKNOWLEDGE AND AGREE THAT QUIVERTREE WILL NOT BE RESPONSIBLE FOR THE WILFUL OR NEGLIGENT ACTS OR OMISSIONS OF SUCH SUPPLIERS OR OF ANY AIR CARRIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THE PARTIAL OR INADEQUATE DELIVERY OF SERVICES.** All coupons, receipts and tickets from any third party suppliers arranged by Quivertree are issued subject to their additional terms and conditions specified by the suppliers, or air carriers. The Undersigned agree that any Claims which they have, or may arise out of, or in connection with, travel services arranged by Quivertree with third party suppliers must be taken up directly with the actual provider of any such services whose names and addresses will be provided to the Undersigned prior to departure or otherwise upon request.

8. Representation.

The Undersigned each represent that they are at least the age of majority in the jurisdiction where they are resident.

9. Allocation of Risk.

The Undersigned acknowledge and agree that the provisions of this Agreement reflect an informed allocation of risk between Quivertree and the Undersigned, including, but not limited to, the nature of the release, waiver, indemnity, limitation of liability and exclusion of remedies described in this Agreement. A modification of the allocation of risks set forth in this Agreement may require Quivertree to acquire, or substantially increase the nature or extent of its, insurance coverage which in turn, would affect the fees for its services charged for the Travel Activity to the Undersigned, and the Undersigned agree to such allocation of risk.

10. Dispute Resolution.

This Agreement will be interpreted in accordance with the laws (procedural and substantive) of the Province of British Columbia, Canada as if made and performed by and between parties situate in such province and without regard to conflict of laws doctrine. Any and all Claims arising out of or in connection with or in relation to this Agreement, including any question regarding its existence, validity, performance, or termination, and any tort or other common law or statutory Claim arising out of or relating to its execution or performance will be submitted to and be subject to the jurisdiction of the courts of the Province of British Columbia which will have exclusive jurisdiction in the event of any Claim under this Agreement. The Undersigned individually and together irrevocably submit to the jurisdiction of the Courts of British Columbia above to finally adjudicate or determine any Claims arising out of or in connection with this Agreement. The Undersigned individually and together waive (a) any right to object to venue or jurisdiction based on inconvenient forum or for any other reason; and (b) any statutory or other right pursuant to the laws of the jurisdiction in which the Undersigned reside to have a case or hearing relating to this Agreement adjudicated or resolved in that jurisdiction.

11. Severability.

Each provision of this Agreement is declared to be a separate and distinct provision, separable from all other such separate and distinct provisions. If any provision or part thereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, the remaining provisions and any partially enforceable provision will be binding and enforceable, and the parties hereto agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

12. Enurement.

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives and permitted assigns.

13. Defined Terms.

In this Agreement,

(a) **"Claims"** means actions, causes of action of any nature whatsoever (whether in contract or in tort or any other theory of recovery in law or equity), suits, proceedings, complaints, claims, contentions, disputes, controversy, or demands of any kind whatsoever, both in law or in equity, whether implied or express, and **"Claim"** includes any one of the Claims;

(b) **"Costs"** includes any damages, losses, liabilities, settlements, awards, fines, costs or expenses, including, without limitation, legal fees on a solicitor and own client basis, and court costs;

(c) **"Releasees"** includes Quivertree Family Expeditions Inc., its directors, officers, employees, volunteers, guests, invitees, representatives, agents, independent contractors, suppliers, clients, successors, administrators, assigns or any other person or entity for whom any of the aforesaid Releasees may be responsible in law, and **"Releasee"** means any one of the Releasees;

(d) the conjunction **"or"** shall be understood in its inclusive sense (and/or); and

(e) the word **"including"** is not limiting (whether or not non-limiting language such as **"without limitation"** or **"but not limited to"** or other words of similar import are used with reference thereto).

THE UNDERSIGNED CONFIRM THAT I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND AM/ARE AWARE THAT BY SIGNING THIS AGREEMENT, WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I/WE OR MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name

Name

Date Signed

Date Signed

Date of Birth

Date of Birth

Tel: _____

Tel: _____

City: _____

City: _____

Country: _____

Country: _____

Name

Name

Date Signed

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