



Yukon Wide Adventures Inc.
Box 20036
Whitehorse, Yukon Y1A 7A2
Canada
Phone/Fax: 001-867-393-2111
email: info@yukonwide.com

Waiver

We require that each customer agree to the following document prior to engaging in the rental or tour from YUKON WIDE ADVENTURES INC. The form must be completed and submitted prior to any payment being made and prior to engaging in the rental or tour.

Please print this page, sign and forward by mail, email or fax to:

YUKON WIDE ADVENTURES INC.

(PO Box 20036, Whitehorse, Yukon Y1A 7A2)

(info@yukonwide.com)

(867-393-2111)

**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 CLAIM COMPENSATION FOLLOWING AN
ACCIDENT**

Name	First	Last
Address	Street	City
Prov/State	Country	Postal Code
Email address		
Date of Birth:	Age:	

TO: YUKON WIDE ADVENTURES INC. and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all others (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS In this Release Agreement, the term "**adventure activities**" shall include all rentals (inclusive of equipment, cabins and RVs), activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: guided sightseeing tours and round trips, canoeing, quadding, kayaking, snowmobiling, skiing, hiking, snowshoeing, dog sledding, skijoring, ice fishing, flying, and other form of backcountry travel; rental or use of snowshoes, canoes, kayaks, stand up paddle boards, ATVs, side by sides, quads, camping equipment, snowmobiles, skimmer, or trailers, or other equipment and instructional courses; loading, unloading and travel by or movement in or around shuttle vans, tour buses, snowmobiles and other motor vehicles; rental and use of cabins and RVs; and other activities, events and services in any way connected with or related to adventure activities.



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ASSUMPTION OF RISKS - I am aware that adventure activities involve risks, dangers and hazards. Avalanches, mud slides, rock falls, flooding can occur frequently in the terrain used for adventure activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for adventure activities or whether an avalanche or other natural forces may occur. The terrain used for adventure activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; roads and road banks, trails, fences, and other man-made structures; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid; 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 ADVENTURE ACTIVITIES.**

Communication in the adventure environment or remote location is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel and/or rescue by helicopter, snowcat or snowmobile hazardous or impossible. Please use caution.

If I intend to participate in a guided tour, I agree that I will disclose any special medical needs and conditions I have, included but not limited to allergies, heart or circulatory problems, pregnancy, and diabetes. I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the adventure activities, other than what I have disclosed to Yukon Wide Adventures. If required, I will obtain a medical examination and clearance.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of **THE RELEASEES** allowing me to participate in adventure 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 adventure 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 ADVENTURE ACTIVITIES;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in adventure activities;



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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 Territory and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Yukon Territory and shall be within the exclusive jurisdiction of the Courts of the Yukon 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 adventure activities, other than what is set forth in this Release Agreement.

I hereby agree to permit other members of the tour/activity to take film and photographic records of my participation in the tour. I grant permission and consent for the use of film and photographic records of myself to be used for any purpose, including but not limited to, publicity, advertising, marketing, and web content.

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 ADVENTURE ACTIVITIES.

BY SIGNING THIS RELEASE I ALSO HEREBY AGREE TO THE TERMS AND CONDITIONS PROVIDED WITH THIS RELEASE.

Dated this _____ day of _____, 20____

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest under 19

Signature of Witness
Please Print Name

Emergency Contact:

Emergency contact name: _____

Emergency contact phone number: _____