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 THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!	Initials
I hereby agree this Release Agreement shall apply to all my participation in the Adventure Activities for a period of twenty-four (24) months from the date I sign it, including all Adventure Activities booked, scheduled, and rescheduled both before and after the date of signing.	Initials
I confirm: (i) I am the person listed as the Participant below, I am at least 18 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed as Participant and I am authorized to complete this Release Agreement on their behalf. I understand that Expedition Engineering is relying on this confirmation, and my accurate completion of this Release Agreement, in agreeing to allow me to participle in the Adventure Activities	Initials ←

Name	Last	First		
Address	Street		City	Prov/State
	Country	Postal/Zip Code	Email (optional)	Age

TO: 1092574 B.C. Ltd. (operating as Engineering Expedition) and its respective owners, directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees").

DEFINITION – ADVENTURE ACTIVITIES

In this Release Agreement, the term "Adventure Activities" shall include all activities, orientation and instructional sessions, programs, accommodations, food and beverage and water supply, transportation, events, and services provided, arranged, organized, conducted, booked, sponsored, or authorized by the Releases and shall include but is not limited to: helicopter skiing and snowboarding; skiing and snowboarding, ski and snowboard touring; cross-country skiing; telemark skiing and snowboarding; heli-hiking; hiking; jet skiing; fishing; river rafting; ocean, sea, river and whitewater kayaking; sailing; canoeing; surfing; paddle boarding; swimming; snorkelling; scuba diving; hiking; cave walking; mountain biking; recreational activities; mountaineering; back country travel; sight-seeing; use of equipment either rented or loaned; loading, unloading and travel by or movement in or around helicopters, fixed-wing aircraft, dogsleds, horses, snowmobiles, all-terrain vehicles, boats, ferries, ski lifts, gondolas, snowcats and other motorized vehicles or vessels; and shall include all activities, services and use of facilities either provided by or arranged by the Releasees or in any way related to or connected with the adventure activities.

ASSUMPTION OF RISKS

I am aware that Adventure Activities involve many risks, dangers and hazards, which may include but are not limited to:

- Adventure Activities take place in rugged coastal and alpine terrain which is uncontrolled, unmarked and not inspected and involve many risks, dangers and hazards, including but not limited to: ice and snow cornices; trees, tree wells, and tree stumps; open water; streams, creeks, rivers; strong currents; cold water; variable or unknown water depths; icebergs; rocks; boulders; cliffs; caves; forest deadfall; holes or depressions on or below the snow surface; variable and difficult snow conditions; crevasses; steep slopes; unstable or slippery ground; snow immersion; extreme variation in terrain or trails; encounters with dangerous or poisonous flora or fauna; and other hazards and obstacles that may make travel difficult or dangerous;
- Avalanches occur frequently in the alpine terrain used for the Adventure Activities. The Releasees may fail to predict whether the alpine terrain is safe for skiing, snowboarding or other travel or whether avalanches may occur;
- Coastal or alpine weather conditions may be extreme and can change rapidly and without warning, making travel hazardous;
- There is a risk that participants may become lost or separated from their party or guide;
- There is a risk of transportation accidents; equipment failure; negligent first aide or rescue; impacts or collisions with equipment, terrain, objects or structures; and collisions with other persons;
- The risk of serious injury including but not limited to: death; paralysis; breaks or fractures; concussions or head injuries; strains; soft tissue injuries; lacerations; dislocations; amputations; hypothermia; dehydration; frost-bite; allergic reactions; decompression sickness; trauma; depression; anxiety; phobias; and fears;
- Adventure Activities may take place in terrain that has not previously or recently been travelled or inspected by the Releasees or other operators, which may increase the risks, dangers and hazards referred to in this Release Agreement;
- Additional risks, dangers and hazards are presented through travel by helicopter, fixed-wing aircraft and watercraft in coastal or alpine terrain and include helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction; and pilot error;

- There is the risk of encounters with domestic animals, such as dogs, or wild animals, such as cougars, bears or sharks. Additional risks, dangers and hazards associated with guns exist on trips to Greenland where guns are used as protection against polar bears;
- Communication in the coastal or alpine or remote areas may be difficult, and in the event of an accident, rescue and medical treatment may not be immediately available;
- River rafting, canoeing, kayaking, paddle boarding, sailing, snorkeling, scuba diving, fishing, and other water sports and transportation, take place on, in or beside lakes, fast flowing rivers or streams, or the ocean and involve the risks of cold water immersion, hypothermia and drowning;
- Adventure Activities involve the risk of infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact.

I AM ALSO AWARE THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY 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.

NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. I understand this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ADVENTURE ACTIVITIES, 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 the Adventure Activities and permitting my use of their services 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 the Adventure 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, R.S.B.C. 1996, c.337, 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 the Adventure Activities;
3. That 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.
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 Participant and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 Agreement.

I have explained these risks, dangers and hazards to my minor child (children) named in this release and I consent to my child's (children's) participation in Adventure Activities.

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

Date	
Signature of Participant (or parent/legal guardian if participant is under 18)	Witness Signature
Print Name of parent/legal guardian (if participant is under 18)	Print Witness Name