



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

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BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR RIGHTS AT LAW! *WAIVER MUST BE SIGNED PRIOR TO DEPARTURE*

TO: NORTH STAR TOURS, Her Majesty the Queen in the Right of the Province of Manitoba, Canada and its directors, officers, shareholders, partners, insurers, sellers, resellers, local operators, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and heirs, executors, administrators, and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement Beluga & Fort Tour, Estuary Tour, Sloop Cove Hike, Individual, Group and or Private Charter Boats, Across River Boat Transportation and Boat Shuttles, Kayaking, Paddleboarding (hereafter "the Activities") shall include all activities, tours, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but not limited to: estuary water, still water, Hudson Bay water and "the Activities"; rental of all gear and other equipment; orientation, briefing and instructional sessions; and all travel transport to and from the town of Churchill to the North Star Tours docking area.

ASSUMPTION OF RISKS

For the purpose of inducing to take me on the "the Activities" that I have purchased from the "the Releasees", I covenant, acknowledge and agree as follows: I am 18 years of age, I am capable of freely giving or withholding my consent, and I have freely entered into this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. I acknowledge that "the Activities" is conducted in remote areas situated on land and or on water. I am aware that "the Activities" involve significant risks inherent to and that there are significant risks inherent in "the Activities". These risks may include, but are not limited to: (a) mechanical breakdown of the Tour boat(s); (b) becoming stranded in remote areas; (c) being subjected to rugged terrain and a very harsh climate; (d) encounters with wild or domestic animals whose behaviour in their natural environment cannot be predicted or controlled; (i) although "the Releasees" will try to ensure quality viewing of nature and wildlife, this cannot be guaranteed in any way; (e) accidents which occur during shuttle travel to and from the town area to the docking area; (f) slip and falls while getting in or out of the boats; (g) overturning of boats, kayaks and or paddle boards; (h) loss of balance; impact, collision with boats, vessels, ships or equipment; hypothermia in and out of water; changing, inclement and unpredictable weather conditions including storms, high winds, high waves and lightening; (j) negligence on the part of other participants and NEGLIGENCE ON THE PART "THE RELEASEES", INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "THE ACTIVITIES".

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

I acknowledge that I am solely responsible for ensuring that I arrive and depart from the starting point of the Tour at times that permit my participation in "the Activities".

I acknowledge that the "The Releasees " has no control over air, rail or other carriers and cannot guarantee travel schedules, which may be altered or affected by various circumstances. "The Releasees" will not be liable for any change of schedule for "the Activities" (including due to weather at the location of "the Activities") or for any delayed or missed Tour due to cancelled or delayed journey travel to Churchill.

I agree to follow all the rules, guidelines, policies, regulations and recommendations made by "The Releasees " and to indemnify "The Releasees" for any costs or losses suffered by it which are caused by or arise in connection with my failure to follow any such Rules of which I have been made aware by "The Releasees ", whether verbally or in writing.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of "The Releasees" agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "THE ACTIVITIES" REFERRED TO ABOVE;

(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 the 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 province of Manitoba and the federal laws of Canada where the Activities take place and no other jurisdiction; and (5). Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 "The 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

Signature of Participant _____ Name Printed _____

Signed this _____ day of _____, 20____. Signature of Witness _____ Name Printed _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION). This is to certify that I, as parent/guardian with legal responsibilities for this participant, do consent and agree to his/her release as provided above of all "The Releasees", and, for myself, my heir, assigns and next of kin, I release and agree to indemnify "The Releasees" from any and all liabilities incident to my minor child's involvement or participation in "The Activities" as provided above.

Signature of Participant _____ Name Printed _____ Date _____

Signature of Guardian _____ Name Printed _____ Date _____