info@wilderland.ca
www.Wilderland.ca
204-612-5300

WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR PARTICIPANTS

Participants must agree to and initial paragraphs 1 - 7 and sign this agreement before participating in any Wilderland Adventure Company trip, course, or event.

In consideration for the opportunity to participate in an educational and recreational outdoor event such as camping, canoeing, hiking, or winter activity in the context of a skills lesson, multi-day trip, training course or related activity known as an "Outdoor Adventure Experience", I HEREBY ACKNOWLEDGE, APPRECIATE, AND AGREE THAT:

_____ Initial **1. I assume all risk and release and hold harmless** Wilderland Adventure Company, guides and instructors, and their officers, directors, employees, representatives, agents, volunteers, premises, vessels, and related equipment (collectively, the **"Releasees"**) from any legal or equitable claims, demands, debts, law suits of causes of action that I, my estate, heirs, survivors, executors, or assigns may have had in the past, have now or may have in the future for **any and all injury, disability, death, loss or damage to person or property, howsoever caused, including but not limited to the risks described in paragraphs 3, 4, and 5 of the Agreement, or by negligence, gross negligence, breach of contract or breach of any duty imposed by the common law or statute.**

_____ Initial **2.** By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set out in this Agreement. This Agreement is the entire agreement on liability between Releasees and the signing party (**"Releasor"**). No other terms may be incorporated into this Agreement. If any provision of the Agreement is found to be unenforceable, the remaining terms shall be enforceable. Litigation arising from this Agreement will be commenced in the province/territory that the activity was undertaken in.

_____ Initial **3.** I accept the fact that Wilderland Adventure Company and it's Releasees cannot guarantee my safety on their trips, courses and events.

_____ Initial **4.** I understand that if I am removed from a trip for any reason whatsoever, all evacuation, hospital expenses, doctor's fees and repatriation costs are my responsibility. Wilderland Adventure Company, guides, instructors, and their officers, directors, employees, and representatives are NOT responsible.

HAZARDS AND RISKS ASSOCIATED WITH OUTDOOR ADVENTURE ACTIVITIES, TOURS, AND COURSES INCLUDING AND NOT LIMITED TO PADDLING, HIKING, CAMPING, WINTER ACTIVITIES, AND ADVENTURE TRAVEL.

_____ Initial **5.** Risk of injury from the activity and equipment utilized in outdoor programming, camping, travel, paddle sports, hiking, swimming, and related land or water activities is significant and includes potential for broken bones, severe injuries to the legs, drowning, injuries related to exposure to natural elements, contagions, and man-made pollutants, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.

_____ Initial **6. Potential causes of injury include, but are NOT LIMITED TO** rolling over or sinking a vessel, whether intentional or unintentional; rapids, water hydraulics, currents, swells, waves/wetness, debris, cold weather, cold water, lightning or other natural forces; camping, animal attacks, portaging, hiking, or similar activities; environmental hazards such as thin ice, forest fires, falling trees, branches, rocks, wind, and other rapidly changing weather conditions; my own negligence or the negligence of others, including that of the Releasees, which may include misjudgements of terrain, rapids, weather, and route choice.

_____ Initial **7. I understand that this description of potential risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY, AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I UNDERSTAND THAT THIS WAIVER IS BINDING ON ME, MY HEIRS OR ASSIGNS, AND MY LEGAL REPRESENTATIVES.

_____ Participant Name (Please Print Clearly):

_____/_____/_____ Participant Date of Birth (DD/MM/YYYY):

(_____)_____-_____ Home Phone #:

_____ Email:

_____ City/Town:

_____ House Address:

_____ Postal Code:

_____ State/Province:

_____ Participant Signature (OR Parent or Guardian Signature if under the age of 18):

_____ Parent / Guardian Name (if participant is under the age of 18):

_____ Date Signed: