



Exploring the backwoods of Whitehorse
(867) 332-1659
www.backwoods4x4tours.com

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
AND ASSUMPTION OF RISK**

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____ (name) being of sound mind and the age of majority, hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs organized by Backwoods 4x4 Tours (herein referred to as the “Activity”), I agree to this Release of Claims, Waiver of Liability, and Assumption of Risks (herein collectively called the “Release”) as follows:

1. I agree to RELEASE, SAVE HARMLESS, AND INDEMNIFY Backwoods 4x4 Tours (herein referred to as “The Business”), its owner/operator, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors (herein collectively referred to as the “Agents”) from and against all claims, actions, causes of action, costs, expenses, and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to me person or property, wheresoever and howsoever caused, arising out of, or in connection with my taking part in the Activity or while travelling to and from the Activity notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, negligence of the Company and/or any one or more of its Agents.

2. I am aware that the Activity may include without limitation the following:

a) four-wheel driving on paved and unpaved roads, wilderness travel, wildlife viewing, hiking/walking over uneven terrain;

I am also aware of the dangers and risks inherent in participating in the Activity and that they include without limitation the following:

b) hypothermia, moving water, avalanches, slipping and falling, falling objects, cliffs, variable and difficult snow conditions, the negligence of self and/or other Activity participants, and suffering any type of accident including illness in remote areas without easy access to medical facilities;

c) human error;

d) inexperience of myself and the inexperience of other participants;

e) the dangers of wildlife causing direct damage to me but also resulting in erratic behaviour by myself and other participants.

3. I also understand, acknowledge, and agree:

a) that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically, and emotionally fit and fully able to participate in this Activity and that I have adequate knowledge of the weather hazards and road/trail conditions and that I have the skills to participate in the Activity and that my clothing and equipment are satisfactory for participating in the Activity;

b) that the Business prohibits the use of alcohol or drugs prior to and during the Activity and I agree that I will not participate in the Activity under the influence of alcohol or drugs or when the prior use of alcohol or drugs may affect my ability in any way whatsoever;

c) that at any time the Business may refuse the participation to any persons including myself who are a hazard to themselves or to any other participants or to the Business.

I acknowledge and accept all of the inherent risks associated with my participating in this Activity and the possibility of personal injury, death, property damage or loss resulting therefrom and agree to assume all the risks and waive notice of all conditions, danger, or otherwise, in or about the Activity and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary. Further, I acknowledge and agree that because of the remoteness of some of the areas where the Activity will take place in which I am participating, that first aid and medical treatment may be given to me by the leader or instructor or medical personnel then in attendance in the event of an accident, injury or any illness during the Activity.

That I have carefully read this RELEASE and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by the Business including those in any brochure or calendars issued by the Business to induce me to undertake this Activity.

I agree that I have read this RELEASE and understand it and further agree that this RELEASE shall bind my heirs, next of kin, executors, administrators, and assigns.

I agree that this RELEASE is to be interpreted pursuant to the laws of the Yukon and understand that if I have any questions regarding this RELEASE and the waiver of my rights I shall consult a lawyer prior to signing this agreement.

Signature of Participant

Date

Signature of Witness

Print name of Witness

Date

If the Participant is not of the age of majority, the following must be confirmed on his or her behalf by an authorized parent or guardian:

1. I have read the terms of this Release of all Claims, Waiver of Liability, and Assumption of Risk and have reviewed them with the Participant, who has confirmed that s/he has understood them and accepts them.
2. I consent, on behalf of the Participant, to the Participant taking part in the Activity and I accept all of the terms of this Release of all Claims, Waiver of Liability, and Assumption of Risk, intending this document and its terms to be binding upon me and upon the Participant, and upon his/her heirs, executors and assigns and all members of his/her family, as well as my own.
3. I release the Business from liability for any loss the Participant, I or my family may suffer as a result of the Participant's participation in the Activity, whether caused by negligence or by any other cause.
4. I warrant to the Business that I have legal authority to act on the Participant's behalf in signing this Release of all Claims, Waiver of Liability, and Assumption of Risk.

Name of Participant

Parent/Guardian's Signature

Date