

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

Read This Carefully

Please read this document carefully and make sure you understand everything. Please feel free to contact us if you are unsure of the waiver, or are uncomfortable signing the waiver. For any questions /concerns: email us at adventuresnl.ca or phone 1 709 424 0423.

Waiver of Liability

From: _____
(name of participant)

To: Adventures Newfoundland, and its owner/operator, guides, employees, agents and sub-contractors and any assigns or guests

Definitions: In this Release Agreement, Adventure Tourism Activities shall encompass all activities provided and shall include, but is expressively not limited, to the following:

- Sea kayaking and extended Sea kayak touring with meals and camping, whale watching, boat tours and boat transportation on the ocean/bays, ocean fishing for species such as cod and sharks, camping, hiking, swimming, harvesting and eating wild blue mussels, lobster boils, use of rental equipment and any other activity that is connected in any way to adventure tours.
- I am aware I am in areas which have limited medical and emergency services that may result in heightened medical costs.

Assumption of Risk:

- I understand and am completely aware that Adventure Tour Activities include a number of risks, dangers and hazards that are related to weather, terrain and travel.
- I expressly acknowledge that “Adventures Newfoundland” may be unable to predict whether the terrain is safe for adventure tours due to changeable weather conditions and terrain that is unmarked and/or not inspected. This involves unknown dangers, risks and hazards. I also understand that it is possible to become lost, and or separated from ones’ party or guide due to weather, terrain, unforeseen conditions, or negligence.

- I understand that alcohol may be available or brought by other guests during an Adventure Tour and that alcohol consumption creates dangers, risks and hazards.
- I understand that I may be in areas that have limited medical or emergency services that may result in heightened medical costs and which emergency travel may be difficult due to weather conditions and or terrain. I understand that it is my responsibility to carry adequate travel, medical and evacuation insurance and that I am responsible for my emergency response fees should they be incurred.
- I acknowledge that I am capable, both physically and mentally, to participate in strenuous activities and have the appropriate competency for all the activities that I will engage in. initial _____

In consideration of being permitted to engage in Adventure Tour Activities, I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators, and next of kin, as follows:

- To waive any and all claims that I have currently or may have in the future against “Adventures Newfoundland” and to release “Adventures Newfoundland” from any and all liability for any loss, damage, expense or injury that includes death, that I may suffer or that my next of kin may suffer as a result of my participation in Adventure Tour Activities that are due to any cause whatsoever, including negligence or breach of contract.
- I indemnify and hold harmless “Adventures Newfoundland” from any and all losses, liabilities, damages, demands, cost, causes of action and expenses that may incur, for any reason whatsoever, which may arise as a result of my participation in Adventure Tour Activities.

By signing this Release Agreement, you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident while under the care of “Adventures Newfoundland”.

Dated this _____ day of _____ 20__

Signed by _____
(name of participant)

In the presence of _____
(representative of “Adventures Newfoundland”)