

RUNNING BEAR ENTERPRISES

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

WARNING: Please read carefully before signing; activity waivers have held up in Canadian courts, Consider that you are assuming both physical and legal risks which have potential financial implications for yourself and/or your family should you be injured or killed while participating in an activity with Running Bear Enterprises (the "Company").

I acknowledge and agree that in consideration of being permitted to participate in activities or programs organized by the Company. I _____(Name);

1. do hereby release and save harmless the Company, its officers, employees, independent contractors and agents from all claims, actions, causes of actions, costs, expenses, and demands of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my travel to or from, or participation in, the aforesaid programs or activities, **notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Company or any of its officers, employees, or agents;** and

2. I do hereby acknowledge and agree:

- a. that the programs and activities of outdoor adventure tours, including wildlife viewing, beach walks, boating can be dangerous, exposing participants to many inherent risks and hazards, including but not limited to: loss or damage to personal property, immersion in cold water, hypothermia, drowning, inclement weather, slipping and falling, falling objects, or suffering any type of accident or illness in remote areas without easy access to medical facilities. While some of these risks are inherent in the very nature of the programs and activities, other may result from mechanical failure and human error and negligence on the part of persons involved in preparing, organizing and staging the programs and activities;
- b. that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, including but not limited to nausea, broken bones, cuts, bruises, burns, back and neck injuries, even **death**, as well as property loss;
- c. that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my participation in the aforesaid programs and **activities will be entirely at my own risk;**
- d. that I am fully and solely responsibly for the consumption of all foods harvested or collected by me and I am aware of the risks involved in selected and eating undomesticated foods in the wild or the sea;
- e. that I am responsible for and will bear all costs or expense of rescue or medical attention rendered to me or for my benefit while preparing for, traveling to or from or participating in any Company programs or activities;
- f. that I understand clearly by signing this release, I will be forever prevented from suing or otherwise claiming against the Company, its officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in, traveling to or from, or preparing for any of the above mentioned programs or activities, **whether or not such loss or injury is caused solely or partly by the negligence of the company or any of its officers, directors, employees, independent contractors and agents;**
- g. that this RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT is binding upon my heirs, and my executors, administrators, personal representatives, assigns and myself.

I HAVE READ THIS RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND THE SAME, AND EVEN IF ENGLISH IS NOT MY PRIMARY LANGUAGE, I AGREE TO ITS TERMS.

SIGNATURE

DATE / DATES

ADDRESS

I hereby agree and consent to the foregoing Agreement on behalf of the MINOR below. (Under age 18)

NAME OF MINOR (Please Print)

AGE

SIGNATURE OF PARENT OR GUARDIAN