

**Consult your physician prior to participation if you are pregnant or have a pre-existing condition or injury, including but not limited to: heart or respiratory distress; back, neck and/or muscle pain; or joint issues.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")**

**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 CAREFULLY!**

SIGNATURE

|                         |        |   |                |                 |
|-------------------------|--------|---|----------------|-----------------|
| <b>Participant Name</b> | Last   | First                                   | Middle Initial | Age<br>M / F    |
| <b>Address</b>          | Street | Emergency Contact Name and Phone Number |                |                 |
|                         | City   | Prov./State                             | Country        | Postal/Zip Code |

**\*\*\* IF YOU ARE EXECUTING THIS WAIVER AS THE PARENT/GUARDIAN OF MORE THAN ONE MINOR PARTICIPANT, USE THE BACK OF THIS WAIVER TO LIST ALL MINOR PARTICIPANTS THAT YOU CLAIM LEGAL RESPONSIBILITY FOR \*\*\***

SIGNATURE

**TO: NOMAD ADVENTURE GUIDES LTD., ("NOMAD")** and from time to time its respective partners (Including TOFINO BIKE INC.), directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns, executors and heirs (all of whom are hereinafter referred to as **"the RELEASEES"**)

**DEFINITION:** In this Release Agreement, the term **"Nature Tours"** means all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: walking, hiking, cycling, biking, alpine hiking, trekking, climbing, touring, rock climbing, camping, boating, overnight stays in the outdoors; orientation and instructional courses; seminars and sessions; consuming anything including anything prepared and/or cooked for you, including any food provided by third parties or the Releasees; any transportation and accommodation involved with your engagement of the Releasees in any way connected with or related to a nature tour; any activity on a nature tour; any activities in the water, and other such activities, events and services in any way connected with or related to your engagement of the Releasees.

**REQUIRED EQUIPMENT:** I will wear appropriate gear, equipment and clothing, at all times while participating in Nature Tours. I also acknowledge and agree that I will carry with me all additional safety equipment, including a helmet, and clothing as required by the Releasees. I agree that I shall satisfy myself of any questions or concerns that I may have arising from the use of gear and any and all additional safety equipment, including a helmet, and clothing before participating in Nature Tours.

**ASSUMPTION OF RISKS:** I am aware that participating in Nature Tours involves many risks, dangers and hazards that could result in: personal injury, including sickness, illness, psychological injury; death and/or property damage. The risks, dangers and hazards include but are not limited to: walking; hiking; mountain climbing; cycling; biking, beach walking; swimming; diving; drowning; falling; crashing; using any objects or equipment in connection with any of the aforementioned; riding in water vessels; riding in helicopters; riding in vehicles; slip and/or falls; getting into or out of a water vessel, helicopter, bicycle or vehicle; falling off or out of a water vessel, helicopter, bicycle or vehicle; falling off or down a hill or mountain; changing and inclement weather conditions including but not limited to storms, high wind, hail, snow, high waves and lightning; impact or collision with the water surface, exposed or unexposed rock, sandbars, docks, vessels, vehicles, bicycles, debris, or other natural or unnatural objects or structures; encounters with domestic or wild animals; impact or collision with other persons; cycles, bicycles, a water vessel capsizing or crashing; a helicopter crashing; negligence of others; consuming anything including anything prepared and/or cooked on or off Nature Tours; malfunctions of a water vessel, helicopter, vehicle or BBQ or cooking equipment; becoming lost or separated from the Releasees or other participants; failing to use the safety equipment as instructed by the Releasees; and any and all NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN NATURE TOURS. I understand that communication when participating in Nature Tours may be difficult and in the event of an accident, rescue and medical treatment may not be readily available.

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

SIGNATURE

**ALCOHOL AND DRUGS:** I acknowledge that the use and/or consumption of alcohol and/or drugs or being under the influence of any of the aforementioned IS ABSOLUTELY PROHIBITED ON ALL NATURE TOURS AND WHILE AT THE FACILITIES AND SERVICES. If I use, consume or am under the influence of alcohol or any drug prior to or while participating in Nature Tours and while at the Facilities and Services, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PARTICIPATION IN NATURE TOURS AND/OR PRESENCE AT THE FACILITIES AND SERVICES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ANY AND ALL DRUGS.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the RELEASEES agreeing to my participation in Nature Tours and permitting my use of their services, equipment and other facilities (hereinafter referred to as the "Facilities and Services"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**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 Nature Tours or my use of the Facilities and Services, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, NEGLIGENCE, CONSUMPTION OF ALCOHOL OR DRUGS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT AND ANY OTHER APPLICABLE LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN NATURE TOURS AND MY USE OF THE FACILITIES AND SERVICES.

SIGNATURE

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property, loss or personal injury to any third party resulting from my participation in Nature Tours or use of the Facilities and Services;
- TO DISCLOSE TO the Releasees all potential operators, passengers, participants of Nature Tours and TO PROHIBIT any third parties, undisclosed to the Releasees, to participate in Nature Tours;
- 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;
- 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 British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of British Columbia.

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 Nature Tours and use of the Facilities and Services, 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 IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**IF EXECUTING FOR PARTICIPANTS UNDER THE AGE OF 19 (THE "MINOR PARTICIPANT"):** I HEREBY CONFIRM THAT I AM THE PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS MINOR PARTICIPANT AND I DO CONSENT AND AGREE TO THE MINOR PARTICIPANT'S RELEASE OF THE RELEASEES. I AGREE TO RELEASE AND TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THE MINOR PARTICIPANT'S PARTICIPATION IN NATURE TOURS AND USE OF THE FACILITIES AND SERVICES.

|                                 |                             |  |                                     |
|---------------------------------|-----------------------------|--|-------------------------------------|
| Signature of PARTICIPANT:       | Signature of WITNESS:       | <b>FOR PARTICIPANTS UNDER THE AGE OF 19:</b> | Signature of PARENT/GUARDIAN:       |
| Print PARTICIPANT name clearly: | Print WITNESS name clearly: |  | Print PARENT/GUARDIAN name clearly: |

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.