

WAIVER, ASSUMPTION OF RISK, AND INDEMNIFYING RELEASE

PLEASE READ CAREFULLY

WARNING: ACTIVITY WAIVERS HAVE HELD UP IN CANADIAN COURTS. CONSIDER THAT YOU ARE ASSUMING BOTH *PHYSICAL AND LEGAL* RISKS THAT HAVE POTENTIAL FINANCIAL IMPLICATIONS FOR YOURSELF AND/OR YOUR FAMILY SHOULD YOU BE INJURED OR KILLED WHILE PARTICIPATING IN AN EXCURSION. **BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY LOSS, INJURY, OR DAMAGE HOWSOEVER CAUSED.**

To: Dam Good Trips, Inc. and its employees, volunteers, independent contractors, representatives, officers, directors, shareholders, agents, and assigns (hereinafter collectively referred to as "**DAM GOOD**").

I _____ [NAME] hereby sign this Agreement on behalf of, and with the intention that it be binding upon myself, my executors, administrators, personal representatives, heirs, and assigns.

I DO HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. That as a precondition to my participation in all activities, events or services provided, arranged, organized, sponsored or authorized by **DAM GOOD**, including, but not limited to: kayaking, camping, hiking, meals, swimming, instructional sessions, activities, day tours, multi-day trips, transportation, travel by motorized boat, loading and unloading of boats, transportation or travel to and from locations used for the activities (hereinafter collectively referred to as the "**ACTIVITIES**"), and in further consideration of **DAM GOOD** allowing me to do so, to be strictly bound by the terms of this Agreement.

2. That the Activities are dangerous, exposing all participants including me, to many **INHERENT RISKS AND HAZARDS** that may cause serious injury and possibly **DEATH** to participants. These inherent risks and hazards include, but are not restricted to: loss or damage to personal property; slips and falls while boarding or disembarking from the kayak or motorized boat; overturning of the kayak; injury due to extremes of heat or cold, including hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves and tides; changing, unpredictable and inclement weather conditions including storms, high wind and lightening which may prevent travel to, from or within an area; collision with rocks, trees, logs, deadfall, boating equipment and other kayaks, or motorized boats; equipment failure; accidents that occur while hiking and camping including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, seaweed, algae, barnacles, forest deadfall, or other natural or man-made objects on or adjacent to the trails; integrity of man-made structures including tent platforms, benches, tables, toilets; inability to obtain emergency medical assistance due to remoteness of locations; encounters with wild and domestic animals, becoming lost or separated from one's guide, or party; failure to act safely or within one's ability or to stay within designated areas; or suffering any type of accident or illness. I further recognize and agree that the Activities involve **ADDITIONAL RISKS AND DANGERS**. While some of these risks are inherent in the very nature of the Activities themselves, other risks may result from human error and negligence on the part of the persons involved in preparing, organizing, and staging these Activities.

3. That the Activities will occur in remote locations that are not easily accessible. Accordingly, should I suffer any type of accident, illness, injury, or death, access to any medical assistance will be difficult and may be impossible. I acknowledge and agree that I wish to participate in the Activities notwithstanding that any accident, illness, or injury however moderate or trivial, may be exacerbated due to the remote location and lack of access to medical facilities or treatment.
4. That as a result of the aforementioned risks and hazards, I as a participant may suffer serious personal injury, even DEATH, as well as property loss. I further acknowledge and agree that some of the aforesaid risks and hazards are foreseeable, but others are not. I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, physical and legal, and accordingly, my preparation for and participation in the Activities and related activities SHALL BE ENTIRELY AT MY OWN RISK.
5. That I am personally responsible for my preparation prior to joining and participating in the Activities. Such participation will include, but not be limited to: (i) my health and physical fitness; (ii) securing adequate prerequisite knowledge of the Activities' hazards, and skills to meet the Activities' requirements; and (iii) the adequacy and condition of any equipment to be used during the Activities.
6. That I have a personal responsibility to learn and follow safety rules and procedures established by **DAM GOOD** and to make it aware at any point in which I question my knowledge of these procedures of my ability to participate in the Activities.
7. That I understand that **DAM GOOD** does not assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the Activities.
8. That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement.
9. That this Agreement applies to all the aforesaid activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in such activity in order to be effective.
10. That I RELEASE **DAM GOOD** from ALL LIABILITY and do hereby WAIVE as against **DAM GOOD** ALL CLAIMS AND CAUSES OF ACTION of any kind whatsoever, in respect of all injury, death, property damage or any other loss as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER including, without limitation, NEGLIGENCE on the part of **DAM GOOD**.
11. I further AGREE TO INDEMNIFY **DAM GOOD** of and from any and all loss or damage caused by me, and for any costs, damages, charges or other financial obligations whatsoever, including legal fees (on a solicitor and his own client, full indemnity basis) that may be incurred in defending any lawsuit or claim made by me or arising from my participation in the Activities.
12. That this Waiver, Assumption of Risk Agreement and Indemnifying Release is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.
13. That I appreciate that this Agreement applies whether **DAM GOOD** is at fault or not and it limits the liability of **DAM GOOD's** employees, volunteers, independent contractors, representatives, officers, directors, shareholders, agents and assigns to the same extent as it limits the liability of **DAM GOOD**, even though **DAM GOOD**, in securing execution of this Agreement by myself, are acting as agent or trustee on behalf of or for the benefit of **DAM GOOD**, its employees, independent contractors, representatives, officers, directors, shareholders and agents, who shall to this extent be or be deemed to be parties of this Agreement.

14. That this Agreement is the entire agreement made by me with respect to the matters set forth herein, and there are no other agreements to which I am a party that affect the matters referred to herein, or in any way modify, alter, abrogate or take away from the matters set forth herein.

I HAVE READ THE ENTIRETY OF THIS AGREEMENT AND I FULLY UNDERSTAND ALL OF IT AND I AM FREELY AND VOLUNTARILY EXECUTING THE SAME. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I WILL BE FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING AGAINST **DAM GOOD** FOR ANY LOSS OR DAMAGE CONNECTED WITH ANY PROPERTY LOSS OR PERSONAL INJURY THAT I MAY SUSTAIN WHILE PARTICIPATING IN OR PREPARING FOR ANY OF **DAM GOOD'S** ACTIVITIES, WHETHER OR NOT SUCH LOSS OR INJURY IS CAUSED SOLELY OR PARTLY BY THE NEGLIGENCE OF **DAM GOOD** AND/OR ANY OF ITS EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND ASSIGNS. I AM OF SUFFICIENT AGE AND MENTAL CAPACITY TO SIGN THIS AGREEMENT.

SIGNATURE OF PARTICIPANT

DATE

WITNESSED BY [Print Name Here]

SIGNATURE OF WITNESS

ADDRESS OF PARTICIPANT:

STREET

CITY

PROV/STATE

TELEPHONE

EMAIL