

**ASSUMPTION OF RISKS, RELEASE OF LIABILITY,  
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
(hereinafter referred to as “this Agreement”)

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

TO: **SILA SOJOURNS**, their directors, officers, employees, guides, instructors, agents, representatives and volunteers.

In this agreement “boating” means rafting, canoeing and kayak touring and “to boat” means to raft, canoe and kayak tour.

***ASSUMPTION OF RISKS***

I am aware that participating in this **boating trip** involves accepting the inherent and other risks, dangers and hazards associated with this trip, including, but not limited to:

- boating in whitewater and on flat water, boating in turbulent water with rapids and falls, water rescue, changeable water levels, hidden and exposed obstacles on and beneath the water and on the shore including rocks, trees and other objects, waves and open water crossings, dangerous winds and currents, exposure to and immersion in very cold water;
- extreme and changeable weather conditions, storms, lightning and wind, and the potential for cold weather and cold water immersion injuries including hypothermia or drowning, and heat related injuries including sunburn and heat stroke, and the failure for any reason of SILA SOJOURNS to predict weather conditions;
- route scouting, portaging and hiking, over variable terrain, including loose rock, steep and slippery slopes, and exposure to rock and ice fall;
- impact or collision with rafts, canoes, touring kayaks, persons or other obstacles, failure to boat, hike or camp safely or within my ability;
- failure to boat or hike safely or within my ability and failure to boat, hike or camp within the areas designated by SILA SOJOURNS;
- travel by raft, canoe, touring kayak, motor vehicle, aircraft and by foot in remote and rugged areas, with communication difficulties in the event of an accident and difficulty and delays in obtaining medical and rescue assistance;
- wild animals, including bears, biting insects and the Giardia parasite;
- travel by motor vehicle, aeroplane and helicopter, to and from trip locations, and in mountainous areas and in changeable weather, road and flying conditions;
- delays in the trip itinerary which effect travel schedules and other commitments, including airline connections; and,
- NEGLIGENCE of other trip participants and NEGLIGENCE on the part of SILA SOJOURNS.

I voluntarily wish to participate in this trip and freely accept and fully assume any and all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

*Please initial*

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**OVER**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of SILA SOJOURNS, accepting my registration and permitting me to participate in this course, I hereby agree as follows:

1. TO RELEASE SILA SOJOURNS from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in this trip due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF SILA SOJOURNS;
2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against SILA SOJOURNS;
3. TO HOLD HARMLESS AND INDEMNIFY SILA SOJOURNS from any and all liability, Including lawyer’s fees and court costs, for any damage to property of, or personal injury to, any third party, resulting from my participation in this trip; and
4. All of the terms of this Agreement are binding on me, my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

**EVACUATION AND MEDICAL COSTS**

I understand and agree that I am solely responsible for any rescue costs and any applicable charges for medical services.

In entering this Agreement, I am not relying upon any oral, written or visual representations or statements made by SILA SOJOURNS, including those in any brochures or printed material, other than what is set forth in this Agreement.

I am over nineteen years of age.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY HAVE AGAINST SILA SOJOURNS. I SIGN THIS AGREEMENT ON MY OWN FREE WILL.**

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Yukon Territory.

Signed this \_\_\_ day of \_\_\_\_\_, 20 \_\_, in the presence of:

*Witness signature	Applicant signature

Please print witness name	Please print applicant name

\_\_\_\_\_  
Please print witness address

\*Witness must be nineteen years of age