

**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.

ASSUMPTION OF RISKS

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

- hiking in mountainous terrain, over variable terrain including loose rock, steep and slippery slopes, carrying a heavy pack, stream or river crossings in turbulent and cold water and variable water levels, hidden and exposed obstacles including rocks, tress and other objects, and rock fall or ice fall, and difficult route finding;
- extreme and changeable weather conditions, storms, lightning and wind, and the potential for cold weather and cold water immersion injuries including hypothermia, and heat related injuries including sunburn and heat stroke, and the failure for any reason of SILA SOJOURNS to predict weather conditions;
- failure to hike or camp safely or within my ability or within the areas designated by SILA SOJOURNS;
- travel by 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.

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.

Please initial

Over

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.