

VOYAGEUR QUEST

Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement (referred to below as the "Release Agreement")

PLEASE READ CAREFULLY. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS

All adults (aged 18 and up) must fill out their own waiver. Minors (17 or younger) must have this waiver form filled out by a parent or guardian. Parents/Guardians attending with their children may use the same waiver form. For minors attending trips without an accompanying parent/guardian, please fill out a separate waiver form.

TO: VOYAGEUR QUEST INC. and its directors, officers, employees, independent contractors and subcontractors, representative owners, suppliers, agents, guides and volunteers, insurers, and successors (collectively referred to as "VQ")

In simpler terms, I am providing this Waiver to the companies and people involved in organizing and providing the services I have requested in connection with my travel arrangements.

DEFINITION

In this Release Agreement the term "the Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored authorized or suggested by VQ and shall include, but is not limited to: flat water canoeing and kayaking; swimming; high and low ropes courses; hiking; nature study; sitting or walking on the docks; motor boating; sailing; back country camping; biking and mountain biking; camping including use of camp stoves and campfires; snow-shoeing; bush crashing; raft building and crossing; dogsledding; ice fishing; luging and toboggoning; back country skiing; skating; zip lines; tree climbing and rock climbing; whitewater canoeing and kayaking; rafting; quincee and shelter building; wood burning sauning; rentals of canoes, kayaks, sailboats, motorboats, bikes, snowshoes, backcountry skis and boots, and other equipment; instructional courses; transportation; food and beverage; water supply; sauna; snowmobiling; wood cutting; ferry travel; driving; rescue and first aid services; and accommodation both guided and unsupervised cottage and cabin rentals only.

ASSUMPTIONS OF RISKS

I am/ my child(ren) is/are aware that participation in the Activities involves many risks and hazards including, but not limited to: personal injury and/or death, accidents which occur during transportation or travel to and from activity locations; slips and falls; overturning of boats; all water hazards; cold water immersion; creek or river crossings; rock fall; hypothermia; inclement weather conditions including storms, high wind, high waves, and lightning; equipment failure; encounters with domestic and wild animals; communicable diseases; food or water-borne illness; collision with other person, animals, equipment, vehicles or objects; becoming lost; act of God, negligence of other persons, including other guests; and negligence on the part of VQ, including the failure by VQ to safeguard or protect me from the risk and hazards of the activities. Communication with emergency services may be difficult, and in the event of an accident or illness, rescue, medical treatment, and evacuation may not be available immediately or may be delayed.

In Simpler Terms: I acknowledge that there are numerous risks I may face during my involvement in the Activities, including the risks listed here.

I AM AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH THE ABOVE ACTIVITIES AND I ACCEPT AND ASSUME ALL SUCH RISKS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH,

PROPERTY DAMAGE, OR ANY RESULTING LOSS FOR MYSELF AND FOR ANY MINORS ON BEHALF OF WHOM I AM SIGNING THIS WAIVER.

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ACKNOWLEDGMENT OF SAFETY. I acknowledge that I have been briefed on the Activities and advised to wear appropriate and approved safety equipment while participating in the Activities. These include an approved: personal flotation device (PFD) for all water activities; an approved cycling helmet while biking; a paddling helmet for whitewater; safety glasses, sturdy shoes, and pants if cutting wood or dragging wood for bonfire; sturdy shoes for portaging and hiking; mosquito repellent and long sleeved pants and shirts for spring bug season and walking through the bush; a climbing harness and helmet for climbing and high element activities; a water bottle for personal hydration; a flashlight while walking at night; proper seasonal attire as outlined in confirmation packages. I am aware that there are employees and guides available to answer any questions that I may have as to the proper use of the equipment and safety issues.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES. I am not relying on any oral or written representations or statements made by Voyageur Quest about the safety of the Activities other than what is stated in this Waiver.

I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

In simpler terms, I understand and accept the risks of participating in the Activities. I am relying on the statements about the risk contained in this Waiver as the definitive source of information about the safety of the Activities over any other communications or materials.

ACKNOWLEDGEMENT HEALTH & SAFETY

I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I/my child(ren) am/is/are in good health. Otherwise, I/we have disclosed any health issues (pre-existing injuries, conditions or congenital defects) that may affect this trip, have no reason to believe that my/their physical condition may be incompatible with the activities and expect to be able to fully participate.

I acknowledge that it is my responsibility to obtain appropriate insurance coverage for myself and or my child(ren) and my/their property for the duration of the program.

I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

I have correctly identified my / my child(ren)'s allergies to Voyageur Quest. Should I/they have anaphylactic (life-threatening) allergies, I acknowledge my/their requirement to bring 2 epi-pens and wear one on my/their person at all times.

I have correctly identified my/ my child(ren)'s swimming abilities on my guest details form. I/ my child(ren) will comply with all safety regulations for swimming as outlined by VQ and their staff. (Required in Summer Only)

I/ my child(ren) understand that a personal flotation device is supplied by VQ and should be worn at all times while in a canoe or boat. (Required in Summer Only)

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

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In simpler terms, I understand that the Activities may require physical exertion, and it is my responsibility to make sure I am healthy enough to participate. I will use the recommended safety equipment and ask questions if I am unsure about how to properly or safely use equipment.

ALCOHOL AND ILLEGAL SUBSTANCES

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Activities, I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by VQ or third parties, and will indemnify VQ from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

In simpler terms: If I consume alcohol or illegal drugs before or during my involvement in the Activities, I am responsible for any loss, injury, or damage I cause to myself or others.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. In consideration of VQ agreeing to my/my child(ren)'s participation in the Activities and permitting my/ my child(ren)'s use of their services, equipment, accommodation and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child(ren) have or that I may in the future have against VQ AND TO RELEASE VQ from any and all liability for any loss, damage, expense or injury, including death, that I or my child(ren) may suffer or that my/our next of kin may suffer, as a result of my/their participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF VQ, AND FURTHER INCLUDING THE FAILURE ON THE PART OF VQ TO SAFEGUARD OR PROTECT ME/THEM FROM THE RISKS AND HAZARDS OR PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY VQ for any and all liability for any property damage, loss or personal injury to any third party resulting from my/my child(ren)'s participation in the Activities;
3. This Release Agreement shall be effective and binding upon my heirs and next of kin in the event of death or incapacity;
4. That 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 Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Release Agreement, I am/ my child(ren) is/are not relying on any oral or written representations or statements made by VQ with respect to the Activities, other than what is set forth in the Agreement.

I CONFIRM THAT I HAVE TAKEN THE TIME TO READ AND UNDERSTAND THE RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD(REN) OR MY HEIRS MAY HAVE AGAINST VQ.