

Due to the present situation and legal atmosphere in Canada, we must insist that each guest staying at Northern Lights Resort & Spa and participating in activities and guided tours offered during the stay be familiar with and agree to the following document. The form must be completed and submitted prior to any payment of the contract and prior to the arrival at the Resort. No one may stay at Northern Lights Resort & SPA and participate in a wilderness tour or guided activity without submitting this document (a separate form is required for each participant).

Please print this page, sign and forward by mail, email or fax to:

Northern Lights Resort & SPA
 PO Box 11028
 Whitehorse, Yukon
 Canada, Y1A 6L6



info@northernlightsyukon.com

Fax: +1 867-312-4548

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

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN
 LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF
 CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM
 COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN
 WILDERNESS ACTIVITIES and GUIDED TOURS**

INITIAL

Name		First		Last	
Address		Street		City	
		Prov/State			
Country	Post Code / Zip	Email (optional)	Date of Birth: Day / Month / Year		Age

TO: NORTHERN LIGHTS RESORT & SPA, ALAYUK ADVENTURES DOG SLEDDING TOURS, UP NORTH ADVENTURES LTD, RUBY RANGE ADVENTURES, HER MAJESTY THE QUEEN IN RIGHT OF THE YUKON TERRITORY and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all others (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term "**wilderness activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: guided sightseeing tours and round trips, nature observation guided nightly, snowmobiling, hiking, snowshoeing, dog sledding, ice fishing and other form of backcountry travel; rental or use of snowshoes or other equipment and instructional courses; loading, unloading and travel by or movement in or around shuttle vans, tour buses, dog sled, snowmobiles and other motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS - I am entering the property of the Releasees at my own risk! I am aware that wilderness activities involve risks, dangers and hazards. Avalanches, mud slides, rock falls, flooding can occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for wilderness activities or whether an avalanche or other natural forces may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; roads and road banks, trails, fences, and other man-made structures; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

Communication in the wilderness environment or remote location is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel and/or rescue by helicopter, snowcat or snowmobile hazardous or impossible. Please use caution! Due to the sometimes extreme weather situations in our northern climate with fast changing temperatures along with precipitation, strong winds, outside areas and walkways can be slippery, snow covered and icy at any time of the year! This applies in particular to the walkways/trails on the properties of the Releasees.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES 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.

NOTICE TO SNOWMOBILE, DOG SLEDDING AND ICE FISHING PARTICIPANTS - THESE ACTIVITIES ARE AT AN INCREASED RISK!

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in wilderness activities, I hereby agree as follows:

1. 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 wilderness 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*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;
- 3. 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;
- 4. 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 Yukon Territory and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Yukon Territory and shall be within the exclusive jurisdiction of the Courts of the Yukon Territory.

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 wilderness activities, other than what is set forth in this Release Agreement.

I hereby agree to permit other members of the tour/activity to take film and photographic records of my participation in this tour.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.

Dated this _____ day of _____ 20_

Signature of Witness
Please Print Name

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19