

# **Yukan Canoe School**

**Division of Jane & Trevor's Adventure Network**

**8 Lupin Whitehorse, YT Y1A 5T9**

**667-2628 info@yukancanoe.com**

## **Release of Liability, Waiver of Claims, Assumption of Risks and Idemnity Agreement**

Please Read Carefully. By signing this document you will waive certain legal rights, including the right to sue.

**To: Yukan Canoe School a division of Jane & Trevor's Adventure Network**, its officers, employees, agents, representatives (all of whom are collectively referred to Yukan Canoe School.

**I am aware that my participation** in a canoe course with Yukan Canoe School involves exposure to many **Risks, dangers and hazards** that include but are not limited to:

- Travel and Survival in the wilderness
- Inadequate physical fitness and endurance
- The use of canoes and canoe related equipment
- The use of defective equipment
- Changing weather conditions
- Varying environmental conditions
- Encounters with and attacks by wild animals
- Drowning, near drowning, contacts with object in river, falls, slips
- Emotional trauma due to accidents
- Negligence on the part of Yukan Canoe School
- Negligence on the part of fellow participants

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**I am further aware that I may** be exposed to Risks, Dangers and Hazards other than those listed above.

**I freely accept and fully assume all and any** such Risks, Dangers and Hazards and the possibility of Personal Injury, Death, Property Damage, or loss resulting from such Risks, Hazards and Dangers.

**I agree to comply with the directions and instructions** of Yukan Canoe School before and throughout the course.

**I agree to allow** Yukan School to use any and all images and /or testimonials taken of or provided by me during the course for any and all marketing purposes.

**In consideration of** Yukan Canoe School , accepting my application and permitting my participation in the course, I HEREBY AGREE as Follows.

- **To Assume and Accept all and any** risk, dangers and hazards arising out of, incidental to or in any way connected to my participation in the course.
- **To waive any and all** claim, actions, costs, expenses and demands that I may against Yukan Canoe School.
- **To Release Yukan Canoe School from any and all liability for any** loss, damage, injury or expense that I or my next of kin may suffer or incur as a resultof my participation on the course due to any cause whatsoever, including negligence on the part of Yukan Canoe School.

- **To hold harmless and indemnify** Yukan Canoe School from any and all liability for property damage, personal injury or death suffered by myself or by a third party as a result of participation on the course.
- **To obey** all directions and Instructions from Yukan Canoe School before and throughout the trip.
- **That my level of physical fitness** and endurance is adequate for my participation in the course.
- That this release and indemnity agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death.
- **I agree that the Laws of the Yukon Territory** govern this contract and that any legal concerns will be handled in the competent and fair courts in Whitehorse, Yukon, Canada.

**I have read and understood this release and indemnity agreement prior to signing it. I am aware that by signing below, I am affecting my legal rights and liabilities of my heirs, next of kin, executors, administrators and assigns in relation to Yukan Canoe School.**

**Course name/date** \_\_\_\_\_

**Participant name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Medical concerns** \_\_\_\_\_

**Allegies** \_\_\_\_\_

**Medications** \_\_\_\_\_

**Emergency Contact Information**

**Participant Signature** \_\_\_\_\_

Witness Signature \_\_\_\_\_