

Cape Breton Backcountry Adventures Ltd.

Jeep Tours

FULL RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS, WAIVER OF ALL CLAIMS AND INDEMNITY AGREEMENT

(hereinafter the “Full Release Agreement”)

**PLEASE READ THROUGH THIS DOCUMENT THOROUGHLY AND
CAREFULLY AS IT WILL AFFECT YOUR LEGAL RIGHTS AND BY
SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR
CLAIM COMPENSATION**

To: Cape Breton Backcountry Adventures Ltd., its officers, directors, agents and employees (hereinafter the “Full Releasee”):

Definitions

In this Full Release Agreement, the term “Jeep Tours” shall include all tours with the Releasee. The terms “Releasee” and “Release Agreement” are as defined above.

Acknowledgment

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS
ASSOCIATED WITH JEEP TOURS AND I FREELY ACCEPT AND
FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND
THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY
DAMAGE OR LOSS RESULTING THEREFROM.**

INITIAL

I acknowledge and understand that the terrain used for Jeep Tours may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

INITIAL

The forces exerted on the body on Jeep Tours can activate or aggravate pre-existing physical injuries or conditions. I have been advised to obtain medical advice if I know or suspect my physical condition may be incompatible with Jeep Tours.

INITIAL

Full Release of Liability and Assumption of All Risks

I AM AWARE THAT JEEP TOURS INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING, BUT NOT LIMITED TO: changing weather conditions and visibility; mechanical failure of the equipment; variation or steepness in terrain; loss of balance; rolling or flipping of the vehicles; variation or changes in the driving surface including holes, depressions, loose gravel, exposed rock, pavement, snow, ice, earth and other natural objects; travel through or over streams, creeks, lakes and rivers; collisions with fences, other vehicles, structures and natural or manmade objects; encounters (including collisions) with any or all wildlife; infectious disease of all types including those contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; travel on backcountry roads; collisions with persons; becoming lost or separated from the trail and the Jeep Tours; failing to act safely or within one's own ability or stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEE.

INITIAL

Prohibition on Alcohol, Cannabis and Illegal Substances

I acknowledge and understand that alcohol, cannabis and illegal substances will impair judgement and reduce my ability to effectively manage the risks of being a passenger on Jeep Tours. Therefore, **CONSUMPTION OR USE OF ALCOHOL, CANNABIS AND ILLEGAL SUBSTANCES IS NOT PERMITTED** either immediately prior to or during the Jeep Tours. In addition to the general terms of this Full Release Agreement, I specifically release, forever discharge, and agree to indemnify and hold harmless the Releasee from any and all liability of any nature for any and all injury, loss or damage arising from or in any way connected to my consumption of alcohol, cannabis or illegal substances immediately prior to or during the Jeep Tours.

INITIAL

Waiver and Release of All Claims

I confirm that I am fully aware that I am **WAIVING ANY AND ALL RIGHTS** I may have to make any claims, commence any proceedings of any kind and otherwise take action against the Releasee as a result in any way of my participation or involvement in Jeep Tours.

INITIAL

I hereby waive and release any and all claims of any type, including claims for loss, damage, expense or injury (including death) which I may now have or may hereafter have against the Releasee **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER OBLIGATION** on the part of the Releasee.

INITIAL

Indemnity

I hereby agree to indemnify the Releasee and hold it harmless from any and all claims, liability and costs resulting from alleged or actual property damage, personal injury or other loss of any

kind, to any third party, which is in any way alleged to be or is connected to my participation or involvement in Jeep Tours.

INITIAL

This Full Release Agreement shall be effective and binding upon my heirs, executors, administrators, assignees and representatives.

This Full Release Agreement and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and I irrevocably attorn to the exclusive jurisdiction of the Courts of Nova Scotia in relation to any dispute or matters arising hereunder or relating to this Full Release Agreement and my participation or involvement in Jeep Tours and with the Releasee.

Participant's First Name	
Participant's Last Name	
Phone Number	
Participant's Date of Birth (MM/DD/YYYY)	
Address Line 1	
Address Line 2 (Apartment, Suite, Unit)	
City	
Province/State	
Country	
Postal/Zip Code	

Email Address	
Signature	

Witness Name	
Witness Signature	
Date	

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