

## **Boréale Mountain Biking Ventures**

### **RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

#### **PLEASE READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ (name) being of sound mind and the age of majority, hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs organized by Boréale Mountain Biking Ventures (hereinafter referred to as the "Activity"), I agree to this Release of Claims, Waiver of Liability and Assumption of Risks (herein collectively called the "Release") as follows:

1. I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY Boréale Mountain Biking Ventures of Whitehorse, Yukon, its directors, officers, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors (herein collectively called the "Agents") from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wheresoever and howsoever caused, arising out of, or in connection with my taking part in the Activity or while travelling to and from the Activity notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, negligence of Boréale Mountain Biking Ventures and/or any one or more of its Agents.

2. I am aware that the Activity may include without limitation the following:

- a) mountain biking, wilderness travel;

I am also aware of the dangers and risks inherent in participating in the Activity and that they include without limitation the following:

- b) falling off mountain bike, slipping and falling, falling objects, cliffs, the negligence of self and/or other Activity participants, and suffering any type of accident including illness in remote areas without easy access to medical facilities;
- c) human error;
- d) inexperience of myself and the inexperience of other participants;
- e) the dangers of wildlife causing direct damage to me but also resulting in erratic behaviour by myself and other participants;

3. I also understand, acknowledge and agree:

- a) that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically and emotionally fit and fully able to participate in this Activity and that I have adequate knowledge of mountain and weather hazards and that I have the skills to participate in the Activity and that my clothing and equipment are satisfactory for participating in the Activity;
- b) that Boréale Mountain Biking Ventures prohibits the use of alcohol or drugs prior to and during the Activity and I agree that I will not participate in the Activity under the influence of alcohol or drugs or when the prior use of alcohol or drugs may affect my ability in any way whatsoever;
- c) that at any time Boréale Mountain Biking Ventures may refuse the participation to any persons including myself who are a hazard to themselves or to any other participants or to Boréale Mountain Biking Ventures.

I acknowledge and accept all of the inherent risks associated with my participating in this Activity and the possibility of personal injury, death, property damage or loss resulting therefrom and agree to assume all the risks and waive notice of all conditions, danger or otherwise, in or about the Activity and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary. Further, I acknowledge and agree that because of the remoteness of some of the areas where the Activity will take place in which I am participating, that first aid and medical treatment may be given to me by the leader or instructor or medical personnel then in attendance in the event of an accident, injury or any illness during the Activity.

That I have carefully read this **RELEASE** and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by Boréale Mountain Biking Ventures including those in any brochure or calendars issued by Boréale Mountain Biking Ventures to induce me to undertake this Activity.

I agree that I have read this **RELEASE** and understand it and further agree that this **RELEASE** shall bind my heirs, next of kin, executors, administrators and assigns.

I agree that this **RELEASE** is to be interpreted pursuant to laws of the Yukon Territory understand that if I have any questions regarding this **RELEASE** and the waiver of my rights I shall consult a lawyer prior to signing this agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Participant.

\_\_\_\_\_  
(Print name of Witness)