



RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____, acknowledge that I have voluntarily applied to participate in the
("Participant")
following activities:

(Description of activities, which Participant will engage in)

- 1) I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS AND THAT MY PARTICIPATION IN THEM COULD LEAD TO SERIOUS INJURY OR DEATH. I PARTICIPATE IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER OR NOT THOSE RISKS ARE KNOWN OR FORESEEN BY ME.**

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 19): _____

- 2) By being permitted to participate in these activities and use the premises and facilities of _____ I forever release the service providing company, affiliated organizations, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to:
- i. my participation in these activities,
 - ii. negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or
 - iii. the condition of the premises where these activities occur, whether or not I am then participating in the activities.
- 3) I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.
- 4) I also fully understand and acknowledge that all outdoor recreational activities that take place in the Arctic, including such activities, as those that will be conducted, organized and/or facilitated by Tikippugut Inc. have associated risks, dangers and hazards that may arise from foreseeable or unforeseeable causes including, but not limited to:
- i. the use of firearms;
 - ii. and the use of boats, rafts, canoes, and/or kayak including the risk of drowning;
 - iii. guide decision making, including the possibility that a guide may misjudge terrain, weather, trail or river route location, water levels and conditions, and ice conditions.



- 5) I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the directors, officers, owners, agents, and/or employees of Tikippugut Inc.

- 6) The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Tikippugut Inc. or its agents is a party shall be Nunavut Territory. This agreement shall be construed in accordance with the Laws of Nunavut.

- 7) I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE SERVICE PROVIDING COMPANY, AND ANY AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at _____ Date _____

(PARTICIPANT Signature)

Please Print

(RELEASEOR PARENT OR GUARDIAN Signature)

Please Print

Address: _____

IF YOU ARE UNDER 19 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED