

READ CAREFULLY

All participants must be at least 19 years of age – or have parental consent.

This form sets out your legal rights and responsibilities with respect to your participation in KAYAKING, CANOEING, STAND-UP PADDLE BOARDING, TUBBING, HIKING, CAMPING, GUIDED AND UNGUIDED TOURS, AFFILIATED TOURS and/or COURSES (“**Activities, Tours, and/or Courses**”) and use of RELATED EQUIPMENT, and/or RENTAL EQUIPEMENT (“**Equipment**”) offered, organized, or provided by Live Life In Tents (“**LLIT**”). This waiver, release, and indemnification shall be governed by and construed pursuant to the laws of Nova Scotia and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the courts of Nova Scotia located in Sydney, N.S. You are strongly encouraged to seek independent legal advice to assist you in understanding these rights and obligations.

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Activities, Tours and/or Courses, and/or use Equipment offered, organized, or provided by LLIT, I agree, for myself and/or on behalf of those children or minors for whom I am the parent or legal guardian (“**Minors**”), as follows:

ASSUMPTION OF RISK

1. I am 19 years of age or older, or I am under 19 years of age and have parental/legal guardian consent.
2. I understand there are inherent DANGERS, HAZARDS and RISKS, (collectively “**Risks**”) associated with any or all Activities, Tours, and/or Courses organized or provided by LLIT and that injuries resulting from these Risks are a common occurrence.
3. I understand there are Risks associated with the use of Equipment provided by LLIT.
4. I acknowledge that the inherent Risks associated with any Activities, Tours, and/or Courses, and/or the use of Equipment as organized or provided by LLIT mean DANGEROUS conditions which are an integral part of LLIT, including but not limited to:
 - a. Unpredictable ocean and river environments;
 - b. Hazardous mountain terrain and/or weather conditions; and
 - c. Transportation on both highways and rural roads.
5. I freely accept and fully assume all responsibility for the inherent Risks and the possibility of personal injury, death, property damage or loss resulting from my, and/or any Minors participation in Activities, Tours, and/or Courses, and/or the use of Equipment as organized or provided by LLIT.
6. I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and to participate within my own limits and agree to adhere to the rules and conditions provided by or communicated by LLIT, its employees, agents and affiliates.
7. No representations or warranties have been made to me regarding any matter, including but not limited to, the Risks, conditions or nature of participating in any or all Activities, Tours and/or Courses, and/or the use of Equipment as organized or provided by LLIT, or my abilities to participate, and/or a Minors ability to participate in any or all Activities, Tours, and/or Courses organized or provided by LLIT.
8. I acknowledge that I, and/or any Minors do not have any medical, physical and/or psychological conditions that would prevent full and safe participation in any or all Activities, Tours, and/or Courses organized or provided by LLIT and am aware that participation could, in some circumstances, result in serious physical and mental injury as well as the loss of personal property.

WAIVER OF CLAIM

9. I hereby agree to:
 - a. RELEASE LLIT, the organizations, associations, corporations, and/or individuals who provide or make available facilities, premises or services for LLIT, and each of their affiliates, subsidiaries, parents, owners, members, managers, directors, officers, independent contractors, employees, successors and assigns (the “**Releasees**”) from any and all liability, claims, causes of action,

damages, costs, and expenses (“**Claims**”) including, but not limited to, personal injury, property damage or wrongful death arising out of my participation and/or any Minors participation in the Activities, Tours, and/or Courses, whether based in negligence, contract, strict liability or other bases, whether such claims are known or unknown to me at the time I sign this Waiver, and whether caused in whole or in part by the negligent acts or omissions of LLIT or by any other Releasee (excepting the gross negligence or willful misconduct of the Releasees).

- b. WAIVE any Claims to which I may become entitled for any loss, damage or injury to my personal property or injury to myself, including any right to sue the Releasees.
- c. DEFEND, HOLD HARMLESS AND INDEMNIFY the Releasees from and against any Claims resulting from my participation and/or any Minor’s participation in the Activities, Tours, and/or Courses (excepting the gross negligence or willful misconduct of the Releasees).

PHOTO RELEASE

10. I grant permission to the Releasees to photograph and/or video my participation in the Activities, Tours, and/or Courses and hereby authorize them, for an indefinite term, to use, reproduce and/or publish my likeness, image and/or name or any portion thereof without payment of fees, royalties, special credit or other compensation. I understand that this material may be used for any purpose relating in any way to the publication, display, advertising, marketing or promotion whatsoever of the Releasees. I further acknowledge and agree that I will not have the right to review any photographs and/or videos before publication or distribution.

I CERTIFY THAT I AM OF FULL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND ON BEHALF OF EACH MINOR (IF ANY), AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS.

Participant’s name (please print)

Parent/Guardian’s name (please print)

Participant’s Signature

Parent/Guardian’s signature

Date (yyyy/mm/dd)

Date (yyy/mm/dd)