

**CABIN FEVER ADVENTURES**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT**  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.  
PLEASE READ CAREFULLY!

Initial

Please Print

Name:
Address:

**TO: CABIN FEVER ADVENTURES and Her Majesty the Queen in the Right of the Yukon Territory** and its owners, directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as **"the Releasees."**)

**DEFINITION:**

In this agreement:

- a) the term **"WILDERNESS TRAVEL"** includes all services, accommodation, activities or events in any way related to the trip being organized and provided by Cabin Fever Adventures including, but not limited to: summer or winter travel, canoeing, sea kayaking, rafting, bicycle touring, cycling, mountain biking, hiking, hunting, camping, backpacking, fishing, horseback riding, dog sledding, scrambling and climbing, skiing and backcountry skiing, orientation and instruction sessions, travel on frozen and unfrozen bodies of water, transportation to or travel from rivers or wilderness locations (including air or train travel), use of firearms, loading or unloading vehicles, aircraft, trains, rafts, canoes or kayaks, (hereinafter referred to as the "Activities." A more complete description of the nature and scope of wilderness travel on these trips is found in the trip material available from Cabin Fever Adventures and on their website.
- b) the term **"TRANSPORTATION"** shall refer to all forms of transportation off road and on public roads, private roads, logging roads, on frozen and unfrozen bodies of water, and by air and rail, including Cabin Fever Adventures owned vehicles, leased vehicles, ferries, airplanes, guest owned vehicles, motorized and non-motorized vessels, horses, dog sleds, snowmobiles, snowcats, all-terrain vehicles, trains, airplanes and helicopters either provided by or arranged by Cabin Fever Adventures or in any way related to the Wilderness Travel Activities including, but not limited to: loading, unloading and travel in or movement around motorized or non-motorized vessels, vehicles, snowmobiles, snowcats, all-terrain vehicles, trains, airplanes and helicopters.
- c) the term **"INJURY"** shall refer to all forms of physical, mental, and emotional injury in any way related to wilderness travel, and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, frostbite, hypothermia, trauma, anxiety, phobias, and fears.

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**ASSUMPTION OF RISKS – DROWNING, ALPINE TERRAIN, RIVER TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.** I am aware that Wilderness Travel and transportation involves risks, dangers and hazards in addition to those normally associated with travel in land, air, and water based wilderness environments. Drowning, hypothermia, and impact by other boats and boaters occurs frequently in the aquatic terrain used for boating activities and may be caused by but not limited to natural forces or boaters. Avalanches, rock fall, ice fall, rough terrain, and hiker falls occur frequently in the alpine terrain used for hiking, snowshoeing, dog sledding, skiing or snowmobiling and may be caused by but not limited to natural forces or by hikers, snowshoers, dog sledders, skiers or snowmobilers. The loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; travel on highways and backcountry roads; encounters with domestic and wild animals; collision with pedestrians, motor vehicles, and other cyclists occurs frequently in the terrain used for biking and cycling activities and may be caused by but not limited to natural forces or by cyclists. Vehicle and all-terrain vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used for Wilderness Travel and may be caused by but not limited to natural forces or people. Anaphylactic shock from insect bites or food allergies.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT (continued page 2 of 3)**

I acknowledge and accept that Cabin Fever Adventures and their staff may fail to predict whether the terrain used is safe for Wilderness Travel and transportation or whether an accident may occur. The terrain, both land and water, used for Wilderness Travel is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: attacks by bears, dogs and other animals; ice and snow cornices, avalanches, trees, falling trees, tree wells, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the snow or ground surface; steep slopes, cliffs, ice fall and rock fall, variable and difficult snow conditions, road banks, fences and other man-made structures; impact or collision with other boaters, hikers, bikers, or skiers; whitewater, re-circulating holes, rocks, ledges, undercuts, sweepers, dams, waterfalls, open-water crossings, waves, wind, lightning, inclement weather; failure to predict weather; vehicle rollovers, overloaded roof racks, pulling trailers, unsafe driving, unsafe road conditions; the use of firearms; failure to travel within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other wilderness travelers; and **NEGLIGENCE ON THE PART OF OTHER GUESTS, CABIN FEVER ADVENTURES OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF CABIN FEVER ADVENTURES OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS TRAVEL AND TRANSPORTATION.** Communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous.

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

Initial

In consideration of **CABIN FEVER ADVENTURES** allowing me to participate in Wilderness Travel, and transportation, and my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **CABIN FEVER ADVENTURES** and their owners, directors, officers, employees, instructors, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Wilderness Travel and transportation activity, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE YUKON OCCUPIER'S LIABILITY ACT (or the equivalent in the appropriate jurisdiction), ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS TRAVEL, AND TRANSPORTATION REFERRED TO ABOVE.**

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Wilderness Travel, and transportation;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in Wilderness Travel, and transportation;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Yukon Territory and no other jurisdiction, and
6. That any litigation involving the parties to this Agreement shall be brought solely within the Yukon Territory and shall be within the exclusive jurisdiction of the Courts of the Yukon Territory.

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT (continued page 3 of 3)**

**CANCELLATION/EVACUATION/MEDICAL INSURANCE** – I acknowledge that I have been advised by Cabin Fever Adventures that this insurance is highly recommended and that I will be responsible for the costs of trip cancellation, evacuation and medical treatment.

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**PHOTO RELEASE** – I consent to photographs and videos taken of me during my participation in the activities, and the publication of the photographs by Cabin Fever Adventures for advertising, promotional and conservation purposes.

In addition to this release, the *Marine Liability Act: S.C.2001,c.6*, may further limit the liability of Cabin Fever Adventures in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the Wilderness Travel, and transportation other than what is set forth in this Agreement.

**I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of applicant	Signature of witness (cannot be a relative)
Print name clearly	Print name clearly

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH CABIN FEVER ADVENTURES.**