



## **IMPORTANT!**

**By agreeing to this hold harmless liability waiver, you are releasing all legal rights to sue or bring any legal claim against Breakaway Adventures or its employees. PLEASE READ CAREFULLY.**

Breakaway Adventures takes every precaution to ensure a safe, fun and educational tour experience. However, like most outdoor adventure operators in Canada, we require that you, the customer, understand the potential risks inherent in the activities we offer. This release and waiver must be agreed to before your departure on any Breakaway Adventure tour.

I, THE UNDERSIGNED PARTICIPANT (OR THE PARENT OR GUARDIAN OF THE PARTICIPANT WHERE THE PARTICIPANT IS LESS THAN 19 YEARS OF AGE) RECOGNIZE THAT:

A) BIKING, HIKING, AND SKIING ARE POTENTIALLY HAZARDOUS ACTIVITIES AND HAVE INHERENT RISKS WHICH MAY INCLUDE:

- Unpredictability of weather conditions and how that may affect terrain we may be active on.
- Psychological and physical reaction to natural forces and conditions.
- Collision with exposed or unexposed hazards
- Discomfort and/or pain due to exposure to the natural elements, including: sunburns, dehydration, heat exhaustion, sun stroke, insect bites / stings.
- Physical damage to myself and / or to my property.
- Death

B) THERE ARE RISKS INVOLVED IN TRAVELLING IN THE BREAKAWAY ADVENTURE VEHICLE TO AND FROM LOCATIONS WHERE ACTIVITIES ARE HELD.

**C) Although Breakaway Adventures guides have a responsibility to provide a safe outdoor experience, I recognize that they are not infallible.** I recognize that they may be unaware of a participant's fitness and abilities, might misjudge the weather, the elements or the terrain, or may give inadequate warnings or instructions. I understand that equipment may malfunction, that I may be on uneven and potentially slippery terrain and that accidents can and do occur while biking, hiking and skiing with Breakaway Adventures.

WITH RESPECT TO ALL ACTIVITIES I UNDERTAKE WITH BREAKAWAY ADVENTURES, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, **THE MATTERS SET OUT ABOVE, I** THE UNDERSIGNED PARTICIPANT ( OR THE PARENT OR GUARDIAN OF THE PARTICIPANT WHERE THE PARTICIPANT IS LESS THAN 19 YEARS OF AGE) ACKNOWLEDGE AND AGREE THAT:

1. **I FREELY ACCEPT AND FULLY ASSUME** ALL INHERENT RISKS, DANGERS, AND HAZARDS OF BIKING, HIKING AND SKIING AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.
2. **I REPRESENT THAT I HAVE NO PHYSICAL RESTRICTIONS OR MEDICAL CONDITIONS** WHICH WOULD PROHIBIT MY PARTICIPATION IN THE **ABOVE ACTIVITIES** AND ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO ADVISE **BREAKAWAY ADVENTURES** OF ANY MEDICAL OR PHYSICAL CONDITIONS THAT I BELIEVE WILL RESTRICT OR OTHERWISE AFFECT MY ABILITY TO CARRY ON SUCH ACTIVITIES. IN ADDITION, I ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO CARRY PERTINENT HEALTH AND MEDICAL INFORMATION ON MY PERSONS AT ALL TIMES.
3. **BREAKAWAY ADVENTURES** ASSUMES NO RESPONSIBILITY FOR MY HEALTH OR WELL BEING WHILE PARTICIPATING IN THE ABOVE TRIP OR EVENT.
4. **I HAVE ADEQUATE HEALTH, DISABILITY AND LIFE INSURANCE FOR MYSELF AND MY FAMILY.**
5. **I GIVE PERMISSION FOR THE TRANSPORTATION OF MYSELF TO ANY MEDICAL FACILITY** IN THE EVENT OF AN EMERGENCY, AND THAT I AM RESPONSIBLE FOR ALL COSTS OF A RESCUE OR MEDICAL ATTENTION RENDERED TO ME OR ANY DEPENDENTS IN MY CARE ARISING FROM THE ACTIVITIES.
6. **I RELEASE ANY AND ALL CLAIMS I MAY HAVE AGAINST** BREAKAWAY ADVENTURES, AND AGREE NOT TO SUE BREAKAWAY ADVENTURES FOR ANY AND ALL CLAIMS I MAY HAVE AGAINST **BREAKAWAY ADVENTURES**, WITH RESPECT TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS SUSTAINED BY ME OR MY PROPERTY WHICH IS DUE TO ANY CAUSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF **BREAKAWAY ADVENTURES**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS WHICH RESULTS FROM MY PARTICIPATION IN THE ABOVE ACTIVITIES.
7. **I INDEMNIFY AND SAVE HARMLESS** BREAKAWAY ADVENTURES, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS FROM ANY CLAIMS OR DEMANDS WHICH MIGHT BE MADE AGAINST **BREAKAWAY ADVENTURES ARISING OUT OF OR IN CONSEQUENCE OF MY PARTICIPATION IN THE ABOVE ACTIVITIES.**

**BY AGREEING I ACKNOWLEDGE THAT I HAVE READ & UNDERSTOOD THE ABOVE.**

I, \_\_\_\_\_, execute this Agreement on behalf of myself [Print First and Last Name]

(and/or my minor child) \_\_\_\_\_  
[Print Child's Name]

I reside at \_\_\_\_\_, \_\_\_\_\_  
[Street Address] [City]

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[State] [Zip] [Country] [Cell phone ]

\_\_\_\_\_  
[Signature] [Print Name]

\_\_\_\_\_  
[Date]

**PARENTAL/LEGAL GUARDIAN [IF PARTICIPANT IS UNDER 18 YEARS OF AGE]:**  
I hereby certify that I am the parent or legal guardian of the child whose signature appears above.

\_\_\_\_\_  
[Signature of Parent/Legal Guardian] [Circle One: Parent or Legal Guardian]

\_\_\_\_\_  
[Print Name] [Date]

\_\_\_\_\_  
[Child's Name] [Child's Age]

Emergency Contact Name(s): \_\_\_\_\_

Emergency Contact Phone Number(s): \_\_\_\_\_

Emergency Contact's Relation to you: \_\_\_\_\_