

LIABILITY WAIVER FORM

To be completed by participants in Sea Kayaking program onboard M/S Expedition.

PLEASE COMPLETE AND SIGN THIS FORM AND PRESENT IT TO YOUR EXPEDITION LEADER ONBOARD THE VESSEL.

In consideration of my participation in the Sea Kayaking program offered onboard M/S Expedition,

I, (please print full name) _____, the undersigned, hereby acknowledge that I have received the *G Adventures Inc. – Sea Kayaking Brochure Outline, Terms and Conditions Sea Kayaking in the Polar Regions*, and the *Preparation Notes Sea Kayaking Sea*, for the Kayaking activities and that I have read and understand, and currently am and shall remain in full compliance with, the terms and provisions contained therein.

_____ Initial

1. REPRESENTATIONS, WARRANTIES AND ASSUMPTIONS OF RISK

I understand and willingly agree that my participation in the sea-kayaking activities are taken with full understanding and appreciation for the risks, that I undertake this expedition solely at my own request and risk.

_____ *initial

I hereby verify, that I possess the minimum experience and qualifications as set out in the above referenced “Terms and Conditions”. I also verify that my health has not markedly changed since completing the health questionnaire.

_____ *initial

I also understand and willingly agree that any sea-kayaking activities come with various types of risks, such as, but not limited to:

- Risk of the kayak capsizing (in cold/freezing waters)
- Becoming surrounded in ice and potentially striking ice
- Paddling into and with extreme winds
- Choppy seas making navigation difficult, causing sea sickness or capsizing the kayak
- Rapidly changing weather conditions (often with little or no warning)
- Being in the kayak, undertaking a very physical activity, for long durations of time and over several miles
- Participating in a physical activity in one of the roughest and toughest environments in a remote part of the world
- Poor or ill fitting clothing for the weather conditions and environment
- Your inexperience for the activity, given the conditions, and your lack of knowledge to participate in such an activity in the Polar environment
- Physical illness due to your own physical condition and how you deal with the activity and environment
- Threats or contact with wildlife, such as but not limited to, whales, sea lions, leopard seals, polar bears and seals.

_____ *initial

2. EXEMPTION AND RELEASE FROM LIABILITY

I hereby exempt and fully release the following persons and organizations:

- a) G Adventures Inc., The Expedition Shipping Company Ltd. and their respective officers, directors, agents, servants, employees, shareholders, successors and assigns, on my own behalf as well as on behalf of my heirs, successors and assigns;

_____ *initial

- b) any other related parties that are or may become liable for any loss or injury to me or to my property, or for my death, arising out of my participation in any of the above-mentioned activities;

_____ *initial

from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or to my property, or my death, which may occur as a result of or in the context of my participation in the Sea Kayaking program offered onboard M/S Expedition, whether such loss, damage, injury or death results from the negligence and/or other fault, either active or passive, of any of the parties described at paragraphs 2 a) and 2 b) above, or from any other cause.

_____ *initial

3. COVENANT NOT TO SUE

I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described at paragraphs 2 a) and (b) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Liability Waiver Form, whether caused by the negligence and/or fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the parties described at paragraphs 2 a) and (b) above for product liability, failure to warn, negligence, breach of warranty, breach of contract or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the parties described at paragraphs 2 a) and (b) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action that I, my heirs, successors, assigns and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arising from the activities covered by this Liability Waiver Form, whether caused by the negligence and/or fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Liability Waiver Form against any of the parties described at paragraphs 2 a) and (b) above, I agree that such parties shall be entitled to recover, in addition to any other damages that may be incurred, reasonable attorneys' fees and costs incurred in defence of such suit or action, including any appeals therefrom.

_____ *initial

4. INDEMNITY AGAINST CLAIMS

I will indemnify, defend, save and hold harmless the parties described at paragraphs 2 a) and (b) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, that may be presented or initiated by any party and that may arise directly or indirectly from my participation in the activities covered by this Liability Waiver Form, whether resulting from the

negligence and/or other fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause.

_____ *initial

5. VALIDITY OF WAIVER

I understand that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the parties described at paragraphs 2 a) and (b) above because of injury to my person or property, or my death, due to the activities covered by this Liability Waiver Form, this Liability Waiver Form can and will be used in court, and that such waivers have been upheld in courts in similar circumstances.

_____ *initial

6. SEVERABILITY/MULTIPLE WAIVERS

I agree that, should one or more provisions in this Liability Waiver Form be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other liability and waiver form containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Liability Waiver Form, I agree that the liability and waiver form that provides the most protection from liability and/or suit to the parties described at paragraphs 2 a) and (b) above shall be enforceable against me by such parties.

_____ *initial

7. APPLICABLE LAW/JURISDICTION

I agree that the laws of the province of Ontario and the federal laws of Canada applicable therein shall govern the construction, interpretation and validity of this liability waiver form as well as any dispute arising from the activities set out above. In the event this liability waiver form is violated and that suit is brought by any of the parties described at paragraphs 2 a) and (b) above, I agree that the Federal Court of Canada and the courts of the province of Ontario shall have exclusive jurisdiction with regard to any suit or action arising from the activities covered by this Liability Waiver Form.

_____ *initial

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS ACTIVITY AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY A PRODUCT, LIABILITY OR THE NEGLIGENCE OF THE RELEASE PARTIES, WHETHER PASSIVE OR ACTIVE.

I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS LIABILITY RELEASE.

For the Sea Kayak Participant:

Name: _____

Signature: _____

Home address: _____

Telephone number: _____

Date of Birth: _____

Date: _____

Trip Title and
Departure Date: _____

Signature of Witness to the
Sea Kayak Participant's signature: _____