

# **G Adventures Sea Kayaking Package**





# Contents

## TRIP PREPARATION NOTES

Sea Kayaking in the Polar Regions . . . . . 2-3

## TERMS AND CONDITIONS

Sea Kayaking in the Polar Regions . . . . . 4-5

## LIABILITY WAIVER FORM

Sea Kayaking in the Polar Regions . . . . . 6-10

**\*\*NOTE: The Liability Waiver Form will be completed on board the ship prior to your first kayak outing.\*\***



## **TRIP PREPARATION NOTES**

### **Sea Kayaking in the Polar Regions**

G Adventures Inc. ("G Adventures") offers Sea Kayaking as an option to the expedition program on board the *G Expedition*. This activity requires an extra payment to participate and is designed for experienced sea kayakers who want to challenge themselves in an extreme environment under the close supervision of our qualified guides. As with the general program, our goal is to appreciate pristine wilderness scenery and to encounter unique wildlife in its natural environment.

All outings are guided and supervised by professional guides with experience kayaking in cold-water, near ice and marine mammals. They are certified in advanced wilderness first aid and will be with you at all times to help with new skills or to offer coaching to improve your paddling performance. There will be a Zodiac to assist paddlers if necessary and help maintain boundaries that limit passenger's range of paddling. The group of kayaks will stay together at all times.

As long as the weather and ice permit it, we hope to make at least four kayak excursions. The normal duration of an outing is approximately 2-4 hours with a paddling distance of up to 5 nautical miles. We will not be doing surf landings, though expect to paddle in winds of around 15 km/hr and small choppy seas. Calm conditions are likely to exist in some of the protected bays and fjords we visit, however, paddling conditions may change and it is also normal to encounter winds of up to 20 knots (37 kph) and seas with moderate chop and swell up to 1 meter. Water and air temperatures will both be around 0°C (32°F).

This activity is always dependent on suitable weather, sea and ice conditions or may not take place if it will interfere with other ship operations. Kayaking is conducted while the other passengers are doing shore landings or Zodiac cruising. We strive to offer kayaking as often as these factors allow, but there are no guarantees.

To participate in the Sea Kayaking program, you must be physically fit and have previous kayaking experience. This is for the safety and enjoyment of yourself and the group. The inherent risks of paddling in the Polar regions can only be managed if everyone participating can be relied upon to react confidently and competently to sudden adverse conditions, as well as to any instructions given by the kayak guides. Your kayak guides are responsible for ensuring that all participants meet the experience and fitness requirements.

#### **Safe Kayaking**

Safety is a top priority. The guide to kayaker ratio will always be at least 1:10. In addition, there will be a dedicated safety Zodiac and driver accompanying the sea kayak group. Safety gear is carried in the Zodiac to ensure a speedy recovery in the unlikely event that a kayaker capsizes. You should keep in mind that the Polar regions are some of the most remote and inhospitable environments on Earth, and that sea kayaking is an inherently risky activity. Your kayak guides will give a comprehensive Sea Kayak Program orientation before your first paddle, as well as safety briefings, throughout the program. Guides will ensure that we adhere to AATO/AECO recommended minimum distances from icebergs, glaciers, and wildlife.



## **What to Bring**

We provide all the specialized paddling gear you will need to have a safe and enjoyable time in the polar environment. All our kayaks and gear are top-quality and maintained in excellent condition. We carry enough of all sizes to ensure that everyone feels safe and comfortable in their gear.

You will be outfitted with a Kokotat Supernova paddling suit, spray skirt, paddling-specific PFD, wet shoes, and pogies (kayaking mittens). The rule here is to dress for the water conditions to minimize any risks.

Underneath the paddling suit you will need to dress for the conditions. Cloud cover, wind, and precipitation can dramatically affect how it “feels” outside. On a cloudy, breezy day with freezing rain or snow, it can feel brutally cold, but also remember that you will be engaged in strenuous physical activity in a suit that traps air for insulation therefore the possibility of overheating and becoming wet from perspiration must also be considered. The layering principle should be observed, but keep in mind it will not be possible to add or remove layers while on the water inside your paddling suit, however it is advisable to pack extra gear if you can, in case some of it gets wet.

Polypropylene (fleece) and wool are the preferred fibers for paddling. You should avoid cotton as it has poor heat retention when damp (e.g., from perspiration). Your base (regulation) layer should be moisture-wicking thermal long underwear (light-weight for bottoms, medium-weight for top). Your insulating layer should be comfortable non-cotton trousers/pants, and a medium-weight, non-bulky, long sleeve fleece top, preferably without a hood. Your paddling suit will be your waterproof layer. Trapped air inside the suit will act as additional insulation.

A fleece or tight knit wool cap is essential. In addition, a neck tube or balaclava will protect your face and neck against the cold polar winds. A wide-brimmed hat or cap is advisable for UV protection on sunny days. Your feet will be completely dry in the suit. However, if your feet are prone to cold, extra socks are recommended.

The purpose of the neoprene pogies is to provide protection from the elements for your hands without compromising your grip on the paddle shaft. In very cold/windy conditions it is prudent to wear fleece or wool glove liners inside the pogies. You should bring extras of these in case one pair gets wet. Durable dishwashing gloves make good liners that are also waterproof.

Finally, UV protection is essential in the Polar regions, even on cloudy days. Bring sunglasses, sunscreen, and lip balm.

## **Kayaking and Photography**

Sea kayaking offers a unique perspective from which to capture incredible photos of the Polar regions and its wildlife. However, there are some caveats that should be kept in mind. Our kayaks do not have truly waterproof compartments so waterproofing your camera is critical. For this reason, compact cameras are more suitable than SLRs when kayaking. Waterproof still or video cameras are ideal. Otherwise, bring a small dry bag or even a Ziploc bag for your compact camera and you can stow it in your PFD zipper pocket, spray skirt mesh pocket, or in the small deck compartment of the kayak. If you want to use your waterproof camera underwater, you should consider getting a pole attachment that allows you to operate your camera while keeping your hands out of the water. Your hands will not tolerate being submerged in sub-freezing water for more than a few seconds.



## **TERMS AND CONDITIONS**

### **Sea Kayaking in the Polar Regions**

#### **The Kayaking Experience**

The kayaking program will take place in one of the toughest environments of some of the most remote regions of the world. We cannot guarantee any location as it depends on the weather and ice conditions. The description in the *Trip Preparation Notes* are made with the belief and care that they are accurate, but due to the kayaking program being very much dependent on the natural environment, we cannot guarantee that it will take place as described. If we are unable to provide you with a full kayaking excursion due to a medical emergency, weather and ice conditions, or any circumstance beyond our control, no refund of money paid will be made.

#### **About You**

To take part in the kayaking program, you must be physically fit and have previous kayaking experience, which includes the ability to paddle a boat efficiently, get in and out of a kayak, use a rudder, perform forward, backward and bracing strokes including a “wet exit”. Passengers DO NOT need to know how to roll a kayak or do a self-rescue. For the safety of yourself and the other kayakers, the kayak guide may for any reason refuse your participation in the kayaking program or ask you to undertake a practical test. If we refuse you permission, we shall refund any money you paid to us for the kayaking program but shall not be otherwise liable.

If there are not enough people signed up to share in the kayaking experience, we reserve the right to cancel the program prior to your expedition and advise you accordingly. If we do cancel your kayaking program prior to your expedition, we will refund any monies received from you as payment towards this program but shall not be otherwise liable. We reserve the right for reasons of safety to restrict the number of people participating in our kayaking excursions at any one time. Please note that the kayak program cannot be shared between travellers.

#### **Equipment and Safety**

To take part in the kayaking program you must be appropriately dressed. Details of the recommended clothing are listed in the *Trip Preparation Notes*. You are reminded that in the Polar regions, the weather conditions can change rapidly with little or no warning and it is therefore important that you are adequately dressed for the worst possible conditions. We will provide you with kayak safety vests, a dry suit, and the other items mentioned in the *Trip Preparation Notes*. Although we regularly maintain and check this equipment before you start kayaking, you must carry out a safety check to ensure that all equipment used by you is in good working order. You must confirm to the kayak guide that you have checked your equipment properly and that it is in good condition. Passengers are also required to wear paddlers life preservers at all times. These are NOT the same flotation aids used for Zodiacs; these are flotation aids specifically designed for sea kayaking.

We use 16-foot double (Tandem) Sea Kayak plastic boats that are exceptionally stable and tough, providing a minimum risk of capsize or damage in brash ice. They come complete with spray decks and paddles. We will provide limited emergency gear for the kayaks and in the Zodiac, such as first aid kits, rescue and towlines, as well as spare paddles. Please note no single kayaks are available. For entering into the kayak and assuming a comfortable paddling position, the maximum hip width is 40 cm or 15.75 inches. We suggest that you take a horizontal measurement at the widest point of your hips to determine if you will be able to fit in the kayak.



In the interests of your safety and comfort, and that of the other participants, it is very important that you listen to, understand, and comply with any and all instructions given. As instructions will be given in English, it is your responsibility to ensure that you have knowledge of the language so that you are fully able to understand instructions given in English. If you do not understand any of the instructions, we reserve the right to refuse you participation based on safety concerns communicating during an emergency situation.

### **Your Health**

You must declare: (1) when you book this kayaking program and (2) immediately prior to starting your kayaking excursions, any pre-existing medical condition or illness, or poor state of health. You should, before starting your expedition, visit a doctor for a personal medical examination to ensure that you are fully able to participate in the kayaking program, and we shall assume that you have done so. If you are recovering from any breathing illness or the effects of alcohol and/or drug consumption or have recently had any major illness or surgery, then by participating in the kayaking program, you may be placing yourself and others at risk. If so, we would strongly advise you not to take part.

### **Liability Waiver Form**

As you will be sea kayaking in cold and icy conditions, there will be the constant risk of personal injury. You must accept that element of risk. You will be required to have medical and travel insurance and to sign a separate Liability Waiver Form Release expressly assuming the risks associated with the kayaking program and releases. G Adventures Inc., The Expedition Shipping Company Limited, (and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigned, from all liability (including but not limited to injury, loss or death) and waiving all claims. You will not be permitted to participate in the kayaking program unless you execute this form.

Kayaking is restricted to those persons aged 18 years and over.

**Please note the Liability Waiver Form will be completed  
on board the ship prior to your first kayak outing.**



**LIABILITY WAIVER FORM**  
**Sea Kayaking in the Polar Regions**  
**To be completed by participants in the Sea Kayaking program**

**Please note the Liability Waiver Form will be completed  
on board the ship prior to your first kayak outing.**

In consideration of my participation in the Sea Kayaking program offered on board the G Expedition,

I, (PRINT FULL NAME) \_\_\_\_\_,  
the undersigned, hereby acknowledge that I have received the ***G Adventures Inc. Trip Preparation Notes – Sea Kayaking in the Polar Regions*** and the ***Terms and Conditions – Sea Kayaking in the Polar Regions***, 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 and 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 by ice and potentially striking ice
- Paddling into and with extreme winds
- Choppy seas making navigation difficult, causing sea sickness or capsizing the kayak



- o Rapidly changing weather conditions (often with little or no warning)
- o Being in the kayak, undertaking a very physical activity, for long durations of time and over several miles
- o Participating in a physical activity in one of the roughest and toughest environments in a remote part of the world
- o Poor or ill-fitting clothing for the weather conditions and environment
- o Your inexperience for the activity, given the conditions, and your lack of knowledge to participate in such an activity in the Polar environment
- o Threats or contact with wildlife, such as but not limited to, whales, sea lions, leopard seals, polar bears and seals
- o Physical Illness due to your own physical condition and how you deal with the activity and environment

\_\_\_\_\_ \*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 Limited 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 on board G 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. CONVENANT 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 or 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 defense 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 in 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 in 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 in 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 in 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 in 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: \_\_\_\_\_