

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Hereinafter referred to as the "release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

INITIAL

PLEASE READ CAREFULLY!

FIRST NAME:	LAST NAME:	PHONE:
ADDRESS/STREET:	CITY:	PROV/STATE
EMAIL:	COUNTRY:	POSTAL/ZIPCODE

COMPANY NAME: CAPE ENRAGE INTERPRETIVE CENTER INC. and its director, officers, employees, instructors, guides, agent, representatives, independent contractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

GUIDED TOURS: FOSSIL TOURS (HORSETAIL, LOG JAM, TRACKWAYS), LIGHTHOUSE TOURS, FOG&FOSSIL TOURS (to be referred to as "TOURS")

DEFINITION In this Release Agreement, the term "Tours" shall include all guided tours, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: "Tours"; "Tours" rental; orientational and instructional courses, seminar and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "Tours".

ASSUMPTION OF RISKS I am aware that "Tours" involve risks, dangers and hazards including, but not limited to: COVID-19 or any communicable disease transmission, rising tides; changing weather conditions and visibility; mechanical failure of equipment; variation or steepness of terrain; steep stairs, loss of balance; loose and sharp rocks; slippery and uneven rocks; minor or major rock falls; failing to act safely or within the limitation of one's own abilities; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF "Tours". The terrain, facilities and rock walls used for Tours may be uncontrolled and not inspected, and hazard may be unmarked. Communication in the remote terrain which is used for Tours is difficult and in the event of an accident, rescue and medical treatment may not be readily available. I am aware of the physical exertion required for Tours and the force exerted on the body can activate or aggravate pre-existing physical injuries or conditions. I am advised to obtain medical advice if I know or suspect that my physical condition may be incompatible with Tours.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "Tours" 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the RELEASEES agreeing to my participation in "Tours" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **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 "Tours", DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "Tours" REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "Tours";

3. This Release 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.

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by an interpreted solely in accordance with the laws of the province where the "Tours" takes place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province the "Tours" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with the respect to the safety of participating in "Tours"; other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAVING 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 Participant:
Witness Signature:	Print Name of Participant: