

**RELEASE AND INDEMNITY**

**IMPORTANT: PLEASE READ CAREFULLY**

**THIS RELEASE AND INDEMNITY LIMITS THE LIABILITY OF YUKON OUTDOORS CLUB**

RE: \_\_\_\_\_ (the "Activity")  
(Name of activity)

To: Yukon Outdoors Club, its Board of Directors and Members and their successors and assigns (collectively referred to as the "Yukon Outdoors Club") and to their contractors, representatives, volunteers, agents, successors and assigns, including other participants in the Activity (collectively referred to as the "Agents")

I understand that:

1. Participation in the Activity involves or may involve:

- physical injury or discomfort;
- loss or damage to personal property;
- transportation by air, vehicle, boat, or horseback;
- hiking, climbing, skiing, snowshoeing;
- traveling in a remote or wilderness environment;
- crossing rivers, streams, lakes, snow, ice, glaciers and other obstacles; and
- the possibility of encountering wild animals, including bears and moose.

2. The Yukon Outdoors Club is a non-profit society run by and for its members, and that the Activity

is organized and run by volunteers and other Agents of the Yukon Outdoors Club, and is not organized or run by trained or professional guides;

3. The Agents and other participants in the Activity may not possess the necessary skills, fitness or equipment to ensure my safe participation in the Activity; and

4. Neither the Yukon Outdoors Club nor its Agents has in place any policy of liability insurance for the Activity.

IN CONSIDERATION for the Yukon Outdoors Club permitting me to participate in the Activity, I hereby agree to:

1. RELEASE the Yukon Outdoors Club and its Agents from and against ALL CLAIMS, ACTIONS, COSTS, DEMANDS AND EXPENSES WHATSOEVER with respect to death, injury, loss, damage or expense to me or my property or to other persons or their property however or wherever caused, INCLUDING ANY CLAIMS FOR NEGLIGENCE arising out of or related to my participation in the Activity, transportation to and from the Activity and medical treatment or evacuation (all of the above collectively referred to as the "Claims"), and

2. INDEMNIFY and HOLD HARMLESS the Yukon Outdoors Club and its Agents for any CLAIMS that may arise from or out of my participation in the Activity,

NOTWITHSTANDING that any such Claims may arise from or have been caused or contributed to by any act or failure to act by me or by or on the part of the Yukon Outdoors Club or its Agents. I further agree, certify and acknowledge that:

3. I am physically and mentally capable of participating in the Activity and have adequately prepared myself for doing so.

4. It is my sole responsibility to adequately prepare myself for the Activity, to act and govern myself in such a manner so as to be responsible for and protect myself and my property, and to obtain appropriate medical insurance coverage.

5. I have read and understand any equipment list, rules or guidelines provided by the Yukon Outdoors Club or its Agents for the Activity.

6. I agree to follow the reasonable instructions of the Activity leader.

7. I assume all risks of participating in the Activity and waive any notice of any conditions, dangers and risks associated with the Activity.

8. I am responsible for the costs of any emergency medical treatment or evacuation of me and I waive any claim against and agree to indemnify the Yukon Outdoors Club and its Agents for such treatment or evacuation.

9. This RELEASE AND INDEMNITY shall be binding upon me, my executors, administrators, successors, and assigns.

10. I have signed this RELEASE AND INDEMNITY of my own free will and specifically without reliance upon any inducements or representations made by the Yukon Outdoors Club or its Agents.

11. This RELEASE AND INDEMNITY shall be interpreted in accordance with the laws of the Yukon Territory.

12. I have read this RELEASE AND INDEMNITY and understand it completely. I understand that if I am unsure about the meaning of any term I should discuss it with the Yukon Outdoors Club or the Activity leader before signing it.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ (Print Legibly)

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Must be signed if Participant under 19 Years of Age)

Guardian Name: \_\_\_\_\_ (Print Legibly)

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Must be over 19 Years of Age)

Witness Name: \_\_\_\_\_ (Print Legibly)