

RELEASE OF LIABILITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT.
WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

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TO: IN STEP ADVENTURES, MARGUERITE BURNS, AND ASSOCIATES

DEFINITION

In this agreement the term "In Step Adventures Activities" shall include all activities in any way related to HIKING and KAYAKING, travel upon and along waterways, travel on forested, rocky, open and coastal trails, guiding and instruction, including, but not limited to, orientation and instruction sessions and exercises; transportation or travel to and from program activities; loading and unloading of vehicles or equipment; all activities while participating in the program, and while under contract with In Step Adventures.

ASSUMPTION OF RISK

I am aware that In Step Adventures Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the activities; accidents which occur during hiking and/or kayaking, such as falling into calm or swift moving water, or falls along trails and/or rough shorelines, exposure to COVID-19 or other contagious virus or disease; negligence of other individuals, negligence of other parties participating in In Step Adventures Activities and NEGLIGENCE ON THE PART OF IN STEP ADVENTURES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH IN STEP ADVENTURES ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I am aware that the physical exertion required in In Step Adventures Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with In Step Adventures Activities that I should refrain from participation and seek medical advice before undertaking In Step Adventures Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of In Step Adventures agreeing to my participation in In Step Adventures Activities and permitting my use of its equipment and other facilities, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against IN STEP ADVENTURES, MARGUERITE BURNS AND ASSOCIATES, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in In Step Adventures Activities, 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 FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF IN STEP ADVENTURES ACTIVITIES REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in In Step Adventures Activities:
3. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick and any litigation involving the parties to this Agreement shall be brought within the Province of New Brunswick.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of In Step Adventures Activities, other than what is set forth in this agreement.

I have read and understood this agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

NAME (print)

Signature:

Date:

WITNESS (print)

Signature:

Date: