



# RELEASE AND WAIVER

Please complete both pages of this form. Initial and sign where required, and return to the address below no later than 30 days before departure. **WARNING! Please read carefully! By signing this form you will waive certain legal rights including the right to sue.**

YOUR NAME AS IT APPEARS ON YOUR PASSPORT:      LAST      FIRST      SECOND

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AGE:      DATE OF BIRTH: DAY / MONTH / YEAR

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MAILING ADDRESS:

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CITY:      STATE/PROVINCE:      ZIP/POSTAL CODE:      COUNTRY:

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HOME TELEPHONE:      BUSINESS TELEPHONE:

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E-MAIL:

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TRIP NAME:      DEPARTURE DATE : DAY / MONTH / YEAR

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In return for BIKEHIKE (as defined below) giving me the opportunity to participate in this trip (the "Trip"), I agree to the following:

## 1. ASSUMPTION OF RISKS

I am aware of the inherent risks of travelling abroad, and I am aware that the Trip involves certain additional Dangers, Risks and Hazards, including but not limited to:

**Travel Abroad** - I am aware that the Trip involves travelling to and in a foreign country with transportation, services, guides, outfitters, food and accommodation being supplied by providers for whom BIKEHIKE bears no responsibility, and that there are certain risks involved whenever travelling abroad including, but not limited to: delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline, missed carrier connections; losses, damages, weather, strikes, acts of God, circumstances beyond the control of BIKEHIKE, including , war, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, damages or losses of any nature whatsoever, including additional expenses caused in connection with any accommodations, restaurant, transportation, or other service or any substitution of hotels or of common carriers beyond BIKEHIKE's control, with or without notice.

**Transportation** - I am aware of the risks associated with travelling to, and within and returning from one or more foreign countries, including travel by air, bus, taxi or other vehicle which risks include, but are not limited to mechanical failure, operational error, risks of travelling on rough terrain (including mountains and jungles), accident or collision, all of which could lead to the possibility of personal injury (including mental distress or trauma), death, property damage or other loss.

**Activities** - I am aware of the additional dangers and risks associated with the various activities which are or could be part of the Trip, including rafting, kayaking, bicycling, zip-lining, rock climbing, rappelling, inner-tubing, caving, horseback or other animal riding, hiking or trekking, which dangers and risks include, but are not limited to accidents which could occur during transportation or travel to or from the activity, or during the activity; collision or contact with other participants, vessels, motor vehicles of all types and descriptions, fixed objects or equipment; falls; encounters with domestic or wild animals; dangers of travelling on rough terrain, waters or roads; or equipment failure, all of which could lead to the possibility of possibility of personal injury (including mental distress or trauma), death, property damage or other loss.

**Weather** - I am aware that weather conditions, including temperatures may be extreme and could change rapidly and without warning.

**Medical Conditions** - I am aware that some medical conditions may be exacerbated or aggravated during a Trip and related activities, including physical exertion for which I am not prepared and high altitude, and that I may be travelling in remote locations with poor communications and inability to obtain rescue or medical assistance quickly or easily.

I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

Knowing the risks, dangers, and hazards described above, and in consideration of being given the opportunity to participate on the Trip, I voluntarily accept and fully assume, for myself and anyone claiming on my behalf, all the risks, dangers, hazards of the Trip, and the possibility of personal injury (including mental distress or trauma), death, property damage or other loss. I willingly accept these risk and agree to the terms of this Release and Waiver, even if BikeHike Adventures Inc., or any of its shareholders, directors, officers, employees, servants, guides, agents, outfitters, contractors, suppliers or representatives (collectively, "BIKEHIKE"), are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of the Trip. I understand that BIKEHIKE is not responsible for any personal injury (including mental distress or trauma), death, property damage or other loss that I, or anyone claiming on my behalf may sustain which are in any way related to the Trip.

PLEASE INITIAL: \_\_\_\_\_

## 2. MEDICAL/HEALTH & TRAVEL INSURANCE

Medical Insurance is mandatory on all BIKEHIKE adventures and proof must be sent to BIKEHIKE prior to the TRIP departure. BIKEHIKE offers a comprehensive insurance package available for travellers to purchase who live and reside in Canada or the US and are citizens of those countries. Travellers from other countries are solely responsible to provide their own insurance packages.

I AM RESPONSIBLE to select and purchase adequate medical/health insurance. BIKEHIKE is not responsible for any medical or health problems I may sustain in connection with the Trip, nor is it responsible for any costs or expenses associated with such medical or health problems.

I AM SOLELY RESPONSIBLE to select and purchase adequate travel cancellation insurance. The travel insurance should provide coverage against theft, personal accident, personal liability, repatriation and cancellation of tickets. BIKEHIKE is not responsibility for any injury, loss or damage that could or should be covered by adequate travel cancellation insurance nor is it responsible for any costs or expenses associated with such injury, loss or damage.

PLEASE INITIAL: \_\_\_\_\_

PLEASE RETURN THIS FORM TO:

BikeHike Adventures Inc.

200-1807 Maritime Mews, Vancouver, BC V6H 3W7 Canada

Phone: 604-731-2442 | Fax: 604-677-5514 | Toll Free Phone: (888) 805-0061 | UK 0808.2341403 | Email: info@bikehike.com

### 3. PERSONAL RESPONSIBILITY

I understand and acknowledge that every foreign country has its own laws and standards of acceptable conduct. I recognize that behaviour which violates those laws or standards, could harm BIKEHIKE's relations with those countries and their institutions, as well as my own health and safety. I agree to follow the instructions or directions provided by BIKEHIKE throughout the Trip, and to become informed of and abide by the laws and standards for every country to or through which I travel during the Trip. I understand and acknowledge that any legal problems, including any costs or expenses associated therewith, that I may encounter with any foreign nationals or government during the Trip are entirely my responsibility. BIKEHIKE is not responsible for providing any assistance under such circumstances, nor is it responsible for injury, damages or losses I may sustain as a result of such legal problems.

PLEASE INITIAL: \_\_\_\_\_

### 4. RELEASE AND WAIVER

I WAIVE any and all claims that I have or may in the future have against, and **RELEASE** from all liability and **AGREE NOT TO SUE, BIKEHIKE** for any personal injury (including mental distress or trauma), death, property damage or other loss that I may sustain during or as a result of the Trip due to any cause whatsoever on the part of BIKEHIKE or others, including: **Negligence** - including the failure to use such care as a reasonably prudent and careful person would do in the circumstances and failure to meet reasonable standards of care; **breach of any other duty imposed by law; breach of contract; and mistakes or errors in judgment of any kind.** I understand that my photograph and/or likeness may be used by BIKEHIKE in promotional or advertising materials. I **RELEASE BIKEHIKE** from any claim or liability arising from or in connection with the utilization of the likeness of myself in any promotional or advertising materials and **WAIVE** any claim for compensation in respect thereof.

PLEASE INITIAL: \_\_\_\_\_

### 5. INDEMNIFICATION

I (for myself and anyone acting on my behalf) **hold harmless and indemnify** BIKEHIKE from: any and all liability for any personal injury (including mental distress or trauma), death, property damage or other loss sustained by me or any third party resulting from my participation in the Trip; and any and all claims, demands, actions and costs which might arise out of my participating in the Trip and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence, breach of contract, breach of duty or mistake of BIKEHIKE.

PLEASE INITIAL: \_\_\_\_\_

### 6. GENERAL

In signing this Release and Waiver I am not relying on any oral, written or visual statements of any kind, including promotional statement made by BIKEHIKE in its website or brochures to induce me to go on the Trip. I confirm that I am of the full age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this Release and Waiver before signing it and that it will be binding upon anyone claiming on my behalf, including my heirs, next of kin, executors, administrators and successors. I understand that by signing this Release and Waiver I am giving up substantial rights, including the right to sue. I agree that this Release and Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia, Canada, I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada and agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement will be instituted in the Province of British Columbia, Canada and nowhere else. The maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with BIKEHIKE ADVENTURES.

SIGNED THIS DAY / MONTH / YEAR \_\_\_\_\_

AT \_\_\_\_\_

SIGNATURE OF PARTICIPANT  
(MUST BE 18 OR OVER) \_\_\_\_\_

PRINTED NAME  
OF PARTICIPANT \_\_\_\_\_

SIGNATURE OF  
NON- FAMILY MEMBER WITNESS \_\_\_\_\_

PRINTED NAME OF  
NON- FAMILY MEMBER WITNESS \_\_\_\_\_

### 7. MINORS

I, as parent or guardian of the child(ren) named below hereby give permission for my child(ren) to participate in the Trip, and I, individually and on behalf of my child(ren) accept and assume all the Dangers, Risks and Hazards of the Trip set out above.

I understand and agree I am solely responsible for my child(ren)'s behavior. I confirm that my child(ren) has no physical or health condition that could interfere with his or her participation in the Trip. I agree that at all times during the Trip I will supervise my child(ren) and will ensure that my child(ren) follows all instructions, directions, rules or regulations pertaining to the Trip or any related activities.

I (for myself and anyone claiming on my behalf) **hold harmless and indemnify** BIKEHIKE from any expenses, fees, damages or costs that BIKEHIKE may incur as a result of any claims, demands, losses or damages arising in connection with my child(ren)'s participation in the Trip and its related activities.

SIGNED THIS DAY / MONTH / YEAR \_\_\_\_\_

NAME OF CHILD

1: \_\_\_\_\_ 2: \_\_\_\_\_

3: \_\_\_\_\_ 4: \_\_\_\_\_

5: \_\_\_\_\_ 6: \_\_\_\_\_

7: \_\_\_\_\_ 8: \_\_\_\_\_

SIGNATURE OF PARENT / GUARDIAN  
(MUST BE 18 OR OVER) \_\_\_\_\_

PRINTED NAME  
OF PARENT / GUARDIAN \_\_\_\_\_

SIGNATURE OF  
NON- FAMILY MEMBER WITNESS \_\_\_\_\_

PRINTED NAME OF  
NON- FAMILY MEMBER WITNESS \_\_\_\_\_