### ALL THINGS WILD COMMUNICATIONS INC.

### RELEASE OF LIABILITY, WAIVER OF ALL POSSIBLE CLAIMS AND ASSUMPTIONS OF RISK

## Warning: By signing this agreement, you give up the right to sue for any injury, death or damage howsoever caused

by: All Things Wild Communications Inc. and employees, subcontractors, representatives, officers and agents (hereinafter referred to collectively as All Things Wild Employees).

### **Please Read Carefully**

PARTICIPANT (S) NAME (S): all Persons Signing This Form as Participants

I hereby sign this agreement on behalf of myself, my personal representatives, heir and assigns.

- 1. I agree as a precondition to my participation in hiking, scrambling, and related activities organized by All Things Wild Communications Inc. and conducted by All Things Wild Communications Inc. and/or All Things Wild Communications Inc. Employees, and in further consideration of All Things Wild Communications Inc. allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This agreement").
- 2. I acknowledge that hiking, scrambling, and related activities involve **INHERENT RISKS** that my cause serious injury and possibly death to participants. I further recognize that frontcountry trails, backcountry trails and lands involve **ADDITIONAL RISKS AND DANGERS**.
- **3.** I fully understand the risks and dangers associated with my participation in this hike/walk and related activities and **ACCEPT I PARTICIPATE ENTIRELY AT MY OWN RISK.**
- 4. I hereby WAIVE ANY AND ALL CLAIMS which I may have against All Things Wild Communications Inc. and All Things Wild Communications Inc. employees and RELEASE All Things Wild Communications Inc. and Employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this hike/walk, scramble, and related activity, DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of All Things Wild Communications Inc. and All Things Wild Communications Inc. Employees. I

further **AGREE TO INDEMNIFY** All Things Wild Communications Inc. and All Things Wild Communications Inc. Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

5. I appreciate that This Agreement applies whether All Things Wild Communications Inc. is at fault or not and it limits <sup>1</sup>the liability of All Things Wild Communications Inc. Employees to the same extent as it limits the liability of All Things Wild Communications Inc. even though All Things Wild Communications Inc. Employees are not formal parties to This Agreement. I understand that All Things Wild Communications Inc., in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of All Things Wild Communications Inc. Employees, who shall to this extent by or be deemed to be parties to This Agreement.

**6.** I agree that This Agreement shall bind my heirs, executors, administrators and assigns.

# Warning: I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP MY LEGAL RIGHTS TO SUE.

Date: \_\_\_\_\_

Signature of participant/s (or legal guardian if person participant is under 18 years old) :

Printed name of participant/s signed above

Signature of participant/s (or legal guardian if person participant is under 18 years old):

Printed name of participant/s signed above

Witness (signature and printed name