



Liability and Assumption of Risk Waiver

Definition

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnifying Agreement is herein after referred to as the "Agreement" in this Agreement, the term "trip activities" or "trip activity" shall include but is not limited to: sea kayak, touring, sea kayaking instruction, hiking, camping, swimming, marine based tours, exploring, and all trip activities, services, use of cottages, and use of any water craft either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, and all travel by or movement around water taxis, motorized or non-motorized water vessels, helicopters, other aircraft, or other vehicles.

1.0 Assumption of Risks

I agree that Random Discoveries Limited operating as Gypsy Sea Adventures, herein after is referred to as "GSA", will not permit me to participate in any trip activities unless I sign this Agreement; and that this agreement applies to any GSAs trip activity whether occurring in the near future, or distant future, and that the terms of the Agreement need not be brought to my attention each time I participate in any trip activities in order to be effective; I understand that trip activities exposes participants to known and unanticipated risks, dangers, and hazards, which could result in damage or understand risks are inherent in the very nature of trip activities and simply cannot be eliminated without jeopardizing the essential qualities of the trip activity. I am aware that the risks may include, but are not limited to the following;

- 1.1. Loss or damage to personal property;
- 1.2. coastal marine weather conditions may be extreme and can change rapidly and without warning resulting in sudden changes in sea conditions which could cause sea kayaks and small craft to capsize
- 1.3. sudden changes or variations in weather conditions, including precipitation, wind, lightening, fog, and excessive heat that can greatly reduce visibility, or cause difficult and physically damaging paddling conditions, limit the amount of time spent paddling each day, cause delays to the start of a trip, or prevent the return to point of embarkation as scheduled;
- 1.4. personal injury or property damage caused by collisions with other trip participants, other kayaks, other watercraft motorized and non-motorized, and manmade or natural objects, such as rocks or reefs, driftwood, docks, piers, buoys and other floating debris;
- 1.5. immersion in cold water;
- 1.6. falling or capsizing into the water (intentionally or unintentionally) including when entering or exiting the kayaks;
- 1.7. hypothermia due to cold water immersion;
- 1.8. personal injury or property damage caused by falling objects such as rocks from overhanging shore areas, falling trees or branches instability of driftwood logs on beaches or around camps;

Gypsy Sea



ADVENTURES

- 1.9. exposure to challenging walking conditions along shorelines, around camp, or on hiking trails due to uneven or steep terrain, including mud, slippery logs, or rocks, marine life such as barnacles, sea urchins and seaweeds;
- 1.10. muscular or skeletal injury or strain and tendonitis or other repetitive strain injuries caused by physical exertion incurred during paddling trip activities and hiking activities;
- 1.11. personal injury or death caused by physical contact with insects, marine and/or terrestrial wildlife, or other marine life forms;
- 1.12. exposure to polluted or contaminated water;
- 1.13. improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury;
- 1.14. my suffering any type of injury or illness in area without easy access to medical facilities;
- 1.15. my own physical condition and my own acts or omissions, including my level of sea kayaking experience and expertise;
- 1.16. my own failure or that of other trip participants to follow the safety guidelines and other instructions of GSAs guides, including always wearing a correctly fitted personal floatation device;
- 1.17. manufacturing or other defects, both apparent and latent, in the equipment supplied or used by the Releasees; Release of Liability, Waiver of Claims, Assumptions of risk, & Indemnity Agreement;
- 1.18. negligence of other trip participants;
- 1.19. becoming lost or separated from one's party or guide;
- 1.20. communication at any time during a trip activity may be difficult, and in the event of accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed; I understand negligence on the part of persons involved in preparing, organizing and leading/guiding any GSAs trip activities, which could result in failure to safeguard or protect me from the risks, dangers and hazards of trip activities; While I understand that GSAs trip leaders/guides will make reasonable efforts to minimize exposure to known risks, I have a personal responsibility to learn and follow safety rules and procedures established by my trip leaders/guides and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in any trip activity;



2.0 Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the Releasees allowing me to participate in trip activities as defined in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 2.1. 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 resulting from my preparation and participation on any GSAs trip activity, 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 also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of wilderness trip activities referred to above;
- 2.2. To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation or presence on any GSAs trip activity;
- 2.3. To hold harmless and indemnify the Releasees from any and all non-scheduled or emergency expenses related to first aid or medical treatment and/or evacuation of myself in the event of an accident, injury, or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, or hospital care. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees;
- 2.4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or capacity;
- 3.0 That I consent to receive first aid and medical treatment by the trip leaders/guides and medical personnel in the event of an accident, injury, and/or illness during any GSAs trip activity;
- 4.0 That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Newfoundland And Labrador and no other jurisdiction;
- 5.0 That any litigation involving the parties to this Agreement shall be brought solely within the Province of Newfoundland and Labrador and shall be within the exclusive jurisdiction of the Courts of the Province of Newfoundland and Labrador;
- 6.0 That I understand clearly that GSAs is and shall be deemed to be acting for its self and as an agent on behalf of and for the benefit of the Releasees for the purpose set out in the above - stated clauses of this agreement;
- 7.0 That I am of sufficient age (19) and mental capacity to sign this Agreement;
- 8.0 That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement;
- 9.0 In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of trip activities other than what is set forth in this Agreement.

Gypsy Sea



ADVENTURES

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

Name

First

Last

Age

Address

Street

Address line 2

City

Province / State

Postal Code / Zip Code

Country

Phone

Email

Signature

Date

Add family member(s)

Complete one section below for each family member or person residing in the same household.

Family member 1

Name & Age

First

Last

Age

Signature

Date

Gypsy Sea



ADVENTURES

Family member 2

Name & Age

First

Last

Age

Signature

Date

Family member 3

Name & Age

First

Last

Age

Signature

Date

Family member 4

Name & Age

First

Last

Age

Signature

Date

Family member 5

Name & Age

First

Last

Age

Signature

Date