

Sea to Sky Expeditions

Release of all Claims, Waiver of Liability and Assumption of Risk, and Agreement of Terms and Conditions

To be completed for each participant individually, without exception.

Full Legal Name Todd Sample

Address

email todd@todd.ca

phone 6047656600

Street and city 4865 Bench Rd, Cowichan Bay

postal code v0r1n1

province/state BC

country CA

Release of all Claims, Waiver of Liability and Assumption of Risk

Trip West Coast Trail

I,

Full name Todd Sample

, being of sound mind and the age of majority, hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs (hereinafter also referred to as the "Activity") organized by Sea to Sky Expeditions 1064435BC

Ltd./Cowichan Bay Kayaking/Coastal Bliss Adventures Ltd. (hereinafter also referred to as the "Company"), I hereby agree that neither I nor any of my heirs, personal or legal representatives or family members will bring suit or make claim for illness, injury or death resulting from the negligence (but not the reckless, willful or fraudulent conduct) of the Company, any of its guides, officers, directors, agents, contractors or affiliated organizations (or the Supplier of any of the facilities, equipment or supplies I will use in these activities) of my participation in this Activity (or alternative Activity of my choosing).

I agree to this Release of Claims, Waiver of Liability and Assumption of Risks as follows: I am aware that the Activity may include, without limitation, the following:

- canoeing, kayaking, swimming, rock climbing, mountaineering, hiking, backpacking, transfer by van to trailheads/put in/takeout points, wilderness travel, boating, or helicopter/fixed wing use;

I am also aware of the dangers and risks inherent in participating in the Activity and that they include, without limitation, the following:

- hypothermia, drowning, moving water, dog/animal bites and mauling, avalanches, helicopters/fixed wing, slipping and falling, falling objects, cliffs, variable and difficult snow conditions, crevasses, the negligence of self and/or other Activity participants, and suffering any type of accident including illness in remote areas without easy access to medical facilities;
- human error;
- inexperience of myself and the inexperience of other participants;
- the dangers of wildlife causing direct damage to me.

I also understand, acknowledge and agree:

- that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically and emotionally fit and fully able to participate in this Activity and that my clothing and equipment are satisfactory for participating in the Activity;
- that I will fully and truthfully disclose any medical conditions, including diseases, injuries and disorders, and their history, including any medications I am taking or have taken, for any medical conditions that may impact the participation in the Activity or affect me after the Activity;
- that the Company prohibits the use of alcohol or drugs prior to and during the Activity and I agree that I will not participate in the Activity under the influence of alcohol or drugs or when the prior use of alcohol or drugs may affect my ability in any way whatsoever.



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I also understand, acknowledge and agree:

- that I have received information about the risks and consequences of exposure to the tetanus bacterium;
- that if I have chosen to forego the tetanus vaccination for myself/my child for participation in the Activity, I, my child, or my child and I, will be evacuated immediately after any cuts, abrasions, or specific injuries;
- that a cut, abrasion, or specific injury on myself/my child may require immediate evacuation of myself/my child and the whole group to ensure timely medical care against tetanus;
- that evacuation may take up to 48 hours in a wilderness setting, which could greatly increase the risk of tetanus infection, and potentially, death.
- that the Company shall be held liable for any transmission or contagion of SARS-COV-2 or other transmissible diseases.



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The Company, although not bound to act, reserves the right at any time to refuse to allow a participant to continue the trip, for any reason whatsoever, if in the sole opinion of the trip leader, health or actions of the participants would affect the safety, smooth progress or enjoyment of the trip. In the event that such refusal or cancellation becomes necessary, the Company shall not be liable for any refund or for return transportation or any other expense for the participant.

The Company reserves the right and is hereby authorized by each participant to alter the itinerary at its sole discretion for any reason whatsoever, including changes in the weather, water conditions, mechanical failures, insufficient bookings, or any other occurrence. Any additional expenses incurred due to the alteration of the itinerary will be the responsibility of the participant and not those of the Company or its retailers/wholesalers.

That I have carefully read this **RELEASE** and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by the Company including those in any brochure or calendars issued by the Company to induce me to undertake this Activity.

I agree that I have read this **RELEASE** and understand it and further agree that this **RELEASE** shall bind my heirs, next of kin, executors, administrators, and assigns.

I agree that this **RELEASE** is to be interpreted pursuant to laws of Canada: His Majesty the King in Right of Canada, the Province of British Columbia, and understand that if I have any questions regarding this **RELEASE** and the waiver of my rights, I shall consult a lawyer prior to signing this agreement.

I confirm that I have read, fully understand, and agree to all the Terms and Conditions accompanying this Release, especially noting policy on cancellation and applicable refunds, deposit and payment, insurance, accommodation, participant's responsibility, and airline travel. I agree that, in the unlikely event that a dispute arises between myself and the Company, the following conditions shall apply: the dispute will be governed by and be interpreted in accordance with the laws of the Province of British Columbia, Territories of Yukon, Nunavut, and NWT and the laws of Canada applicable therein; the maximum amount of recovery to which the participant would be entitled under any and all circumstances shall be the sum of the land and air costs of the trip provided by the Company.

I agree that, in the event that a part or portion of this Release of Liability and Assumption of All Risks form of the Company is found to be void or unenforceable, then such part or portion will be stricken but the rest of the agreement will be given full force and effect. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and an assumption of all risk and is a contract between myself and the Company and its affiliated organizations, and sign it of my own free will.

Please select who will be participating:

This agreement is just for You.


Dated Tue Dec 26, 2023

Please enter your *legal name* as it appears on your passport/government id.

**Full name of
parent/legal guardian**

Todd Sample

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Signature - 12/26/23

**Electronic Signature
Consent**



By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Sea to Sky Expeditions

4865 Bench Road, Cowichan Bay, V0R 1N1, BC

Email: seatoskyexpeditions.com (mailto:info@seatoskyexpeditions.com)

Phone: +1 250 715 0034

Agreement of Terms and Conditions

These Terms and Conditions ("Terms") are a binding contract between 1064435 BC Ltd, dba Sea to Sky Expeditions, registered at British Columbia, Canada and its agents, contractors, employees and other service-providers ("Sea to Sky") and you, the participant ("Participant" or "Participants").

If you have booked a Trip offered by Sea to Sky through a third-party booking service ("Third-Party Provider"), the terms of the Third Party Provider may affect these terms and conditions.

In consideration of the Participant participating in a trip and/or other services provided by Sea to Sky ("Trip"), Participant agrees as follows:

Guaranteed Departure Policy:

Between 75 and 61 days before departure, we make the decisions to guarantee tour departures based on the number of bookings. Although other factors may still require cancellation, our policy is to guarantee departures with four or more bookings by 60 days before departure. We cancel or offer alternatives to clients that have booked on tours with less than four bookings by 60 days before departure.

By 60 days before departure, we have committed to guides, transportation, permits, and other clients that have booked, as well as purchased food stores for your tour. Our Cancellation, Interruption and Refund Policy is based on our tour guarantee policy. We strictly enforce our Cancellation, Interruption and Refund Policy to ensure our ability to guarantee tour departures by 60 days before departure.

Reservations and Payments

Booking and Payments Policy:

The 30% deposit on your tour holds your tour space and guarantees your spot on the tour. Your deposit is non-refundable in most circumstances. If you pay the balance before the 75-day due date, the balance, less the non-refundable deposit, is refundable except under circumstances outlined in the Cancellation Policy. Your final balance payment is due 75 days before departure, and becomes non-refundable 60 days before departure. If you fail to pay the balance by the 75-day due date, you forfeit your deposit and lose your reservation. If you cancel within 60 days before the tour departure date, you forfeit your entire trip cost. This is necessary to guarantee that tours run when there is insufficient bookings after cancellations, and to cover the significant costs and commitments to run a tour.

We do not require you to prove you have Trip Cancellation and Interruption Insurance, but you must sign our Terms Agreement that you understand and agree to our Cancellation, Interruption and Refund Policy before you will be allowed to depart with us. We highly encourage you to buy Trip Cancellation and Interruption Insurance.

For pre-bookings on tours that do not yet have set departure dates, the 30% deposit is still required to hold the reservation, but this deposit will be refundable until ten (10) calendar days after the dates are registered with the park authority. After this 10-day period from the registered tour dates, the standard Booking and Payments Policy applies.

Pricing

All prices listed or advertised for any Sea to Sky trips are expressed in Canadian Dollars and are exclusive of any applicable sales taxes or additional service or equipment rentals that participants may need for their tour. Prices are subject to change on our website without prior notice. The Participant accepts the listed price at the time the deposit is received by Sea to Sky.

Payment

Sea to Sky accepts payment via VISA, Mastercard, e-transfer or international wire transfer. If paying in any currency other than Canadian Dollars, the exchange rate set by the Bank of Canada on the day payment is made will apply. Participant will be responsible for any banking fees associated with payment of fees.

Cancellation, Interruption and Refund Policy

Cancellation

Due to the complexity and nature of operating in remote areas and forces outside its control, Sea to Sky reserves the right at any time to cancel or reschedule any Trip, for any reason, including but not limited to logistical issues that may arise that may impede trip operations, hazardous or unsafe environmental conditions, legal and/or government restrictions, park closures, guide availability and commercial feasibility/minimum number of Trip participants.

If we cancel your tour due to park closure, unsafe conditions, lack of guides, or other operational reasons, we will refund your balance, including the deposit, in full. If we cancel due to insufficient bookings, we will refund your balance, including the deposit, in full.

If there are insufficient bookings at 60 days before the departure date, we will cancel the tour, notify you of the cancellation, and refund your balance, including the deposit.

If there are sufficient bookings at 60 days before the departure date, we will guarantee departure, and a cancellation makes the tour have insufficient bookings, we will run the tour with less participants. This guarantee is possible because of the strict cancellation and refund policy: we will make no refunds to balances or deposits on a guaranteed tour due to any participant cancellation, under any circumstances.

If you do not have trip interruption or cancellation insurance, you run the risk of losing the cost of your trip if you need to cancel. We highly recommend that you purchase trip interruption and cancellation insurance to mitigate this risk.

We are not responsible for expenses incurred by any participant in preparing for the trip (i.e. non refundable airline tickets, visa fees, equipment, etc.), under any circumstances.

Participant is required to submit all cancellation and/or rescheduling requests in writing by email to info@seatoskyexpeditions.com.



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Travel Insurance

As Sea to Sky strictly enforces its cancellation and evacuation policies, Participant is strongly advised to purchase comprehensive travel insurance, including trip interruption, cancellation and evacuation insurance coverage in the event Sea to Sky is required to cancel the Trip for any reason or require Participants' evacuation during the Trip. Sea to Sky does not provide any form of trip interruption or cancellation insurance coverage for Participants and it is Participants' sole responsibility to secure travel insurance prior to the Trip Departure Date, and that such coverage includes any extended coverage for entering the United States of America. Evacuation costs can be significant, and such costs are the sole responsibility of Participant.



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In the Yukon, visitors needing medevac, ground ambulance or hospital transfer will be invoiced for the full cost of these services. In British Columbia, the following applies:

Persons without valid B.C. medical coverage (e.g. visitors to BC/non-residents).

Rates effective April 1, 2020

\$848 flat fee (ground service)

\$4,394 per hour (helicopter)

\$11 per statute mile (airplane) (\$6.94 per kilometre)

Non-residents are also charged full service rates for medical care in clinics and hospitals.

Excluded Services, Costs and Expenses

The cost of the Trip does not include travel to or from the Trip departure location and Participant is responsible for arranging and paying for all required travel arrangements. If Participant is late in arriving at the departure location, they will either forfeit the Trip, or may, where possible, be able to arrange to meet the group at their own cost and expense. Any additional gear offered by Sea to Sky, such as sleeping bags, sleeping mats, hiking poles, backpacks, gaiters or rain gear, are not included in the Trip costs and subject to an additional fee.

Participants are responsible and will pay all expenses incurred or associated with departing their Trip early for whatever reason including but not limited to illness, injury or other personal reasons. The Participant is responsible for paying their own

evacuation, rescue, transport costs and for all other services not expressly included in the Trip. Evacuation expenses can be significant. Trip cancellation/evacuation insurance is strongly advised.

Participant Responsibilities and Acknowledgments

As a condition of participating in the Trip, Participant acknowledges and agrees as follows:

1. Participants are responsible for their own well-being and confirm they are not aware of any medical issues that would hinder their participation or put themselves, The Company or any other participants at risk. This includes meeting any minimum physical fitness requirements required to participate on the Trip;
2. Participants joining a Trip may be required to obtain a physician's release prior to departure;
3. Participants acknowledge that they have been advised with sufficient notice to requirements to obtain trip cancellation, medical and evacuation and repatriation insurance and have been advised that personal, travel, baggage and other related insurance are highly recommended insurances that pertain to their participation in any Trip by The Company;
4. Participants do not have coverage under any policies or coverage held by The Company;
5. Participants are responsible for knowing all pre-departure information and to prepare and bring proper equipment and clothing as outlined in information provided to Participants prior to Trip departure;
6. Participants are responsible to adhere to basic standards of personal hygiene (to minimize the risk of traveler's diseases) and as otherwise required by The Company before and during the Trip;
7. Participants are responsible to act in a considerate manner toward all group members and with respect for each country's customs, values and traditions. Participant agrees to follow the appropriate 'Leave No Trace' practices;
8. Participants are prohibited from using drugs that may negatively affect their performance while on the Trip;
9. Participant gives their consent for The Company to use their photograph, video likeness and/or voice to be used in its publications, including its website; and
10. Participants read, understand, complete, and sign The Company's form of Release of Liability and Waiver form and any other required document prior to the departure date.

No one may depart on a trip unless all payments (deadline 75 days prior to departure) and required documents are received by us by the deadline for document completion, which is 60 days prior to departure. Our staff and guides rely on having information well in advance of trip departure to ensure that they can plan for your needs. If participant fails to provide accurate information that may affect the safety or ability of the participant or others to complete the trip, participant may be denied departure, or be evacuated. If participant is evacuated, having failed to give accurate or complete information to us or our representatives, participant will be fully liable for any and all costs related to the evacuation, including transportation costs and personnel costs for arranging and fulfilling the evacuation. No refund is available if incomplete or inaccurate information prevents participant from completing the trip.

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Place your initial here
acknowledging you have
read and understood this
area.

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Changes to Itinerary

While Sea to Sky will make reasonable efforts to carry out the Trip itinerary, Sea to Sky reserves the right to alter or omit any part of the itinerary of any Trip, to substitute leaders, to change any means of conveyance without notice and without refund in its sole discretion.

Guides' Rights and Obligations

Given the nature of the services provided by Sea to Sky, the decisions taken by the guide as Trip leader, are final. If the guide considers that the Participant's behaviour, physical condition, mental illness or any other reason emanating from said Participant may be dangerous to the safety, health or well-being of said Participant or of the whole group, the Participant will be asked to leave the Trip and shall not be entitled to any refund whatsoever and be responsible for any additional costs associated with their departure such as but not limited to transportation, hotels, meals, etc. The guide, as the Trip leader, has full authority to decide on any changes to the itinerary, including, but not limited to ending the Trip if they consider the group in any immediate or future danger or in response to their assessment of the abilities of the group. The Participant acknowledges guide's authority concerning decisions that encompass changes in the Trip.

Objective Attempt

Sea to Sky will make commercially reasonable efforts to provide Participant with an objective attempt to deliver the Trip as advertised and in accordance with the Trip itinerary, subject to the safety of the Participants and these Terms. Sea to Sky cannot guarantee that you will complete or reach the objective of any Trip, including any final destination or the guarantee of any wildlife sightings. Weather, route conditions, wildlife, Participants abilities or abilities of other participants on any Trip may create circumstances that make an objective unsafe or unobtainable. Participant understands and agrees that no refunds will be given by Sea to Sky for not reaching the objective or maintaining adherence to any Trip itinerary for any reason.

Governing Laws and Dispute Resolution

These Terms and Conditions are governed by the laws of the province of British Columbia and federal laws of Canada, where applicable. Any disputes arising directly or indirectly as a result of these Terms and Conditions or related to the Trip will be submitted and heard exclusively in the courts of the City of Duncan, British Columbia.

Full Agreement

These Terms and Conditions, together with the Release of Liability and Waiver form, and any other forms required by us to be signed by Participant, constitute the full agreement between the Parties. These terms supersede any terms of any third-party payment processor used by Sea to Sky to collect payment. Participant will be responsible for any fees, including legal fees incurred by Sea to Sky as a result of recovering any fees owing under these Terms and Conditions.

Severability

If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

Contact

If you have any questions about these Terms and Conditions of Use, please send an email to: info@seatoskyexpeditions.com.

Acceptance

I understand, agree and accept these Terms and Conditions!

Full name Todd Sample
