

**GREAT BEAR NATURE TOURS LIMITED ("Great Bear Nature Tours")
PO Box 1168, Port Hardy BC V0N2P0, Canada
WAIVER RELEASE AND INDEMNITY**

This Document Affects your Legal Rights. Please read carefully before signing.

ACKNOWLEDGMENTS

Price based on signing Waiver, Release And Indemnity

1. I acknowledge that the price of all Great Bear Nature Tours wildlife photography and observation tours (the "Tours") is based on participants signing this Waiver, Release and Indemnity, and that I will not be permitted to participate in the Tours unless I have read and signed this document.

Governing law

2. I acknowledge that the governing law of Waiver, Release and Indemnity is the law of British Columbia, Canada.

Wildlife photography and observation involves risks

3. I acknowledge that:
- a) the Tours involve inherent risks (the "Risks") including, but not limited to:
 - unpredictable and extreme environmental conditions such as ocean storms and landslides;
 - ground, air and water transport in remote and urban areas ("Transfers") that will include stepping from floatplanes and small boats onto a dock;
 - errors of human judgement;
 - risks associated with the use of independent contractors for Transfers; and
 - contact with dangerous wildlife, and
 - risks associated with contact with unfamiliar rural and urban people;
 - b) Great Bear Nature Tours intends to minimize the Risks by providing capable guides with knowledge of wildlife, terrain and weather conditions and training in rescue and first aid treatment;
 - c) Great Bear Nature Tours cannot prevent the Risks;
 - d) By participating in any of the tours, I will be exposed to the Risks; and
 - e) I AM ULTIMATELY RESPONSIBLE for my own safety and Great Bear Nature Tours is not able to guarantee or assume responsibility for my safety during my participation in any of the Tours.
 - f) I understand that grizzly bear sightings cannot be guaranteed.

Binding on estate and family

4. I acknowledge that this Waiver, Release and Indemnity is final and binding upon myself, my heirs, next-of-kin, executors, administrators, and assigns.

WAIVER, RELEASE AND INDEMNITY

5. In return for Great Bear Nature Tours permitting me to participate in the Tours and to use its equipment, I do the following:

- a) Accept Risks I ASSUME AND ACCEPT all of the Risks;
- b) Waive all Claims I WAIVE any and all claims which I may now or in the future have against Great Bear Nature Tours and all of its affiliates, directors, officers, managers, agents, contractors and employees (together, "Great Bear Nature Tours");
- c) Release Liability I RELEASE Great Bear Nature Tours FROM LIABILITY arising from any damage, loss, death, injury, or expense which I may suffer or incur with respect to my person or property as a result of my participation in any of the Tours, even if the same results FROM THE NEGLIGENCE OF GREAT BEAR NATURE TOURS;
- d) Indemnity I INDEMNIFY AND HOLD HARMLESS Great Bear Nature Tours from any and all claims, actions, suits, judgements and other legal obligations and liabilities which result or are alleged to result from my participation in any of the Tours; and
- e) Pay Rescue Cost I AGREE TO PAY ALL COSTS of rescue, evacuation, emergency transportation or medical attention rendered to me, or for my benefit, arising from my participation in any of the Tours.

Certification of fitness

6. I CERTIFY that I am medically and physically fit to participate in the activities. I acknowledge that the Tours may involve walking over uneven terrain in rubber boots, climbing a ladder, climbing stairs, walking on uneven docks surrounded by water and getting into and out of a boat on undeveloped shorelines.

Model Release

7. I HEREBY GRANT Great Bear Nature Tours and their agents the right to take, use, and distribute visual/audio images of me including digital images, video and audio recordings taken during my tour with Great Bear Nature Tours to be used solely for promotional material and purposes including Facebook and YouTube websites and waive any rights of compensation or ownership thereto.

I have read this Waiver, Release and Indemnity agreement, I clearly understand it, and agree to its terms effective as of the date shown below.

Date: _____/_____/_____ - Signed at Port Hardy, British Columbia.

Name: _____

Signature: _____

Signature of Parent or Guardian (if under 19 years): _____

Email address (in case we need to contact you after your tour): _____

Home address: _____