

**WAIVER AND RELEASE**

**ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY.**

The undersigned (referred to as "I", or the "**Passenger**") desires to be transported as a passenger in a motorized vehicle on a tour made available and sold by [redacted] (the "**Company**") (these services made available by the Company being referred to as the "**Transportation Services**"). As lawful consideration for being permitted to use the Transportation Services, I agree to all the terms and conditions set out in this waiver and release (this "**Release**").

THE 2019 NOVEL CORONAVIRUS DISEASE (COVID-19) (the "**Disease**") IS HIGHLY CONTAGIOUS AND CREATES RISKS FOR PASSENGERS. I ACKNOWLEDGE AND ACCEPT THESE RISKS, including: (1) the risk that I may be exposed to or contract the Disease by using the Transportation Services; (2) that I, the Releasees (as defined below), and other passengers using the Transportation Services may not be able to comply with social distancing directives, orders and guidelines of governmental authorities; and (3) that exposure to the Disease may result in serious illness, personal injury, permanent disability, death, or property damage. Despite the risks associated with the Disease and my use of the Transportation Services, I ACKNOWLEDGE THAT I AM VOLUNTARILY USING THE TRANSPORTATION SERVICES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I WILLINGLY ACCEPT THESE RISKS AS A CONDITION OF USING THE TRANSPORTATION SERVICES.

I AGREE THAT I WILL NOT HOLD THE RELEASEES RESPONSIBLE FOR ANY HARM I SUFFER RELATED TO THE DISEASE BECAUSE OF MY USE OF THE TRANSPORTATION SERVICES. I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its subsidiaries, affiliates and agents, and all of their directors, officers, employees, agents, representatives, shareholders, successors, assigns or anyone else acting for or on their behalf (collectively, the "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable in whole or in part to actual or potential exposure to or contraction of the Disease because of my use of the Transportation Services, due to any cause whatsoever, without limitation, whether arising out of the negligence of any Releasee or otherwise, including without limitation, breach of contract, or breach of occupiers' liability or any other statutory or other duty of care. I covenant not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims.

I WILL FULLY COMPENSATE THE RELEASEES FOR ANY HARM I CAUSE THEM, IF I EXPOSE ANYONE TO THE DISEASE BECAUSE OF MY USE OF THE TRANSPORTATION SERVICES. I will defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and legal costs, and the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Releasees, arising out of or resulting from any claim of a third party related to actual or potential exposure to or contraction of the Disease caused in whole or in part by my use of the Transportation Services.

In signing this Release, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set out in this Release. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release. This Release is binding on and will enure to the benefit of the Releasees and the Passenger and their respective successors, assigns, heirs, executors, administrators and representatives (as the case may be). All matters arising out of or relating to this Release will be governed by and construed in accordance with the laws of the Province of [redacted] and the federal laws of Canada applicable therein.

**BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES), INCLUDING THE RIGHT TO SUE THE RELEASEES.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Passenger Signature**

\_\_\_\_\_  
*(Print name of Witness above)*

\_\_\_\_\_  
*(Print name of Passenger above)*

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Signature of Parent or Legal Guardian**

\_\_\_\_\_  
*(Print name of Witness above)*

\_\_\_\_\_  
*(Print name of Parent or Legal Guardian above)*