



## ADVENTURE ACTIVITY TERMS AND CONDITIONS

### **Included with the Activity:**

(unless otherwise listed in the activity description)

- Guide(s)
- Camping and activity related equipment
- All meals during the activity
- Accommodation according to activity description
- Emergency equipment including SAT communication

### **Not included with the Activity:**

(unless otherwise listed in the trip description):

- Airfare to/from Whitehorse
- Hotel and meals before and after the activity
- Personal expenses and tips
- Any entrance and license fees
- Alcoholic drinks
- Sleeping bag, personal clothing

### **Prices and Cancellations:**

- All prices are in Canadian Dollars, plus GST
- Payment Schedule:
  - 25% of the price is payable upon booking. **This amount is non-refundable.**
  - The balance is payable 30 days prior to the activity start date.
  - If the balance is not paid 30 days prior to the activity start date, Northern Nomad Outdoors reserves the right to consider the client's activity as cancelled and will not provide a refund for the down payment.
  - If the activity is booked within 30 days before departure, the full price of the activity is payable upon booking.
- Cancellations by client:
  - If a client decides to cancel their booking, they must advise Northern Nomad Outdoors in writing of their cancellation request. Cancellation requests must be delivered to Northern Nomad Outdoors by email or mail at [northern.nomad.outdoors@gmail.com](mailto:northern.nomad.outdoors@gmail.com)/ 55 Topaz Crescent, Whitehorse, YT Y1A 6B3.
  - If a client cancels their booking less than 30 days prior to the start date of the activity, 50% of the total price of the activity will be forfeited to Northern Nomad Outdoors.
  - If a client does not show up for the activity, the client will forfeit 100% of the total price of the activity.



- Cancellations by Northern Nomad Outdoors:
  - Short Notice: Northern Nomad Outdoors retains the right to change or cancel the activity on short notice. If Northern Nomad Outdoors changes or cancels an activity, every effort will be made to offer an equal or better substitute. If an equal or better substitute is offered for the same dates, no refund will be provided. If Northern Nomad Outdoors cancels an activity and does not offer an equal or better substitute, the client will be entitled to a full refund.
  - 60 days' Notice: Northern Nomad Outdoors reserves the right to cancel an activity at least 60 days prior to activity start date if the minimum number of participants has not been reached. The client will be entitled to a full refund.
- Claims for refunds for cancellations due to unforeseeable events including but not limited to an act of God, war, riot, fire, death, disability, or increased restrictions on travel or on the activity due to the current or a new pandemic, are limited to the amount paid by the client for the activity and may be issued at the sole and absolute discretion of Northern Nomad Outdoors.
- Unlawful or unethical behavior of clients as well as disturbing the peace of other clients may lead to the immediate and non-refundable termination of the contract by Northern Nomad Outdoors. The client will be responsible for any extra costs.

**Miscellaneous**

- We recommend that clients obtain adequate insurance for the activities.
- Clients will be expected to be involved in the activities, including but not limited to packing horses, collecting and cutting firewood, setting up and taking down tents, and kitchen work including washing and drying dishes and helping with food preparation.

I \_\_\_\_\_, have had an opportunity to read the above terms and conditions and hereby agree to the terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Each client must agree to the following Release Agreement prior to engaging in the activity.

**Please sign and return by mail or email to: NORTHERN NOMAD OUTDOORS**

55 Topaz Crescent, Whitehorse, YT Y1A 6B3

[northern.nomad.outdoors@gmail.com](mailto:northern.nomad.outdoors@gmail.com)

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND  
INDEMNITY AGREEMENT**

**(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF  
CONTRACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

<b>Name</b>	First	Last	
<b>Address</b>	Street		City
	Territory/Prov/State	Country	Postal Code
<b>Email address:</b>			
<b>Date of Birth:</b>		<b>Age:</b>	

**TO: 0786760 B.C. LTD. dba Northern Nomad Outdoors** and its directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

**DEFINITIONS**

In this Release Agreement, the term "**Adventure Activities**" means all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and includes but is not limited to: horseback riding, horse packing, horse care, yoga, canoeing, guided sightseeing tours, quadding, kayaking, snowmobiling, skiing, hiking, snowshoeing, dog sledding, skijoring, ice fishing, flying, and other form of backcountry travel; rental or use of horses, snowshoes, canoes, kayaks, stand up paddle boards, ATVs, side by sides, quads, camping equipment, snowmobiles, skimmer, or trailers, or other equipment; loading, unloading and travel by or movement in or around horse trailers, shuttle vans, tour buses,



snowmobiles, ATVs and other motor vehicles; rental and use of cabins and tents; and other activities, events and services in any way connected with or related to adventure activities.

### **ACKNOWLEDGEMENT OF RISK**

I am aware that Adventure Activities involve foreseeable and unforeseeable inherent risks, dangers, and hazards that no amount of care, caution or expertise can eliminate, including without limitation the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I acknowledge and accept that the Releasees may fail to predict whether the terrain or weather is safe for Adventure Activities. The terrain used for Adventure Activities is uncontrolled, unmarked, not inspected. Adventure Activities involve many risks, dangers and hazards including, but not limited to: sudden changes in weather, hypothermia, failure of equipment, avalanches, cornices, crevasses, cliffs, trees, tree wells and tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the surface, variable and difficult snow conditions, roads and road banks, trails, fences, and other human-made structures, snow immersion, impact or collision with animals, other persons, vehicles or objects, encounters with domestic or wild animals, loss of balance or control, slips, trips and falls, becoming lost or separated from one's party or guide, infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact, equipment failure, negligent first aid, negligence of other persons, including other guests, hazards associated with wilderness travel; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.

Communication in the adventure environment or remote location is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel or rescue hazardous or impossible.

I agree that I will disclose any special medical needs and conditions I have, included but not limited to allergies, heart or circulatory problems, pregnancy, and diabetes. I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the adventure activities, other than what I have disclosed to Northern Nomad Outdoors. If required, I will obtain a medical examination and clearance.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.



## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Adventure Activities, **I hereby agree as follows:**

- 1. I WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES** and **I RELEASE THE RELEASEES** from any and all liability for any loss, property damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in adventure activities, **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. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES.**
2. I WILL HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any damage, injury and loss arising from my participation in Adventure Activities.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Yukon Territory and no other jurisdiction.
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Yukon Territory and shall be within the exclusive jurisdiction of the Courts of the Yukon Territory.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of adventure activities, other than what is set forth in this Release Agreement.

I agree to permit the Releasees and other members of the Adventure Activity to take film and photographic records of my participation. I grant permission and consent for the use of film and photographic records of myself to be used for any purpose, including but not limited to, publicity, advertising, marketing, and web content.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE**



**AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE ACTIVITIES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Guest
Please Print Name (Guest)
Signature of Parent or Guardian if Guest under 19 years of age

Signature of Witness
Please Print Name (Witness)

Emergency Contact

Emergency contact name: \_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_