

**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**  
**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.**

All tours and visit to Churchill, Manitoba and surrounding area (collectively, the "Activity")

**Date(s) of Activity:** \_\_\_\_\_

**Participant Age:** \_\_\_\_\_

Initials of Adult Participant

Initials of Parent/Legal Guardian on behalf of a Minor Participant

I, the undersigned, am over 18 years of age and authorized to execute this waiver on behalf of the Guest. I am capable of giving or withholding my consent, and have freely entered into this waiver, release and indemnity. I am aware that there are serious risks associated with participating in the Activity, which may carry with it the potential for death, serious injury and property damage. These risks may include, but are not limited to, those caused by wildlife and animals, terrain, facilities, temperature, weather, condition of participants, equipment and vehicles, actions of other individuals including, but not limited to, other participants or tourists or any Lazy Bear Parties (as defined herein).

IN CONSIDERATION OF LAZY BEAR LODGE LTD. o/a Lazy Bear Expeditions ("**LAZY BEAR**") AGREEING TO PERMIT ME TO PARTICIPATE IN THE ACTIVITY, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I HEREBY ACKNOWLEDGE AND AGREE THAT:

(i) My participation in the Activity as a participant or otherwise, is completely voluntary.

(ii) Itineraries are intended as examples only. Your actual itinerary may vary depending upon weather, safety, wildlife habits, contract service providers, logistical decisions of the tour leader and/or logistics manager, as well as forces beyond our control. Visitors should be prepared to be flexible; schedules may vary depending on conditions. All tours are subject to cancellation with no refund because of safety or weather conditions, etc. Wildlife is not guaranteed.

(iii) I am physically fit and in stable condition for participation in the Activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activity.

(iv) I freely accept and fully assume all responsibility for all risks to me, including without limitation, all personal injury, death, or loss to me or any other person, as a result of my participation in the Activity, however occasioned, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Lazy Bear Parties (as defined herein), from dangerous or defective equipment, vehicles or property owned, maintained, or controlled by them, the actions of any wildlife or animals through any encounters with wildlife or animals, becoming stranded in remote areas or due to the harsh terrain and climate. **I HEREBY ACKNOWLEDGE AND AGREE THAT THE ACTIVITY IS CONDUCTED IN A REMOTE AREA, NOT ALWAYS ON ESTABLISHED ROADWAYS OR WHERE THERE IS HUMAN HABITATION, WHERE THE CLIMATE CAN BE EXTREMELY DANGEROUS AND ASSUME ALL RISKS WHATSOEVER WITH RESPECT TO THE ACTIVITY.**

(v) None of: (a) Lazy Bear or its employees, directors, officers, shareholders, successors or assigns, representatives and agents; and (b) their respective heirs, executors, administrators and personal representatives, (collectively, the "**Lazy Bear Parties**") will be liable or responsible for any kind of loss, cost, injury, death or damage to me, others, my property or the property of others, as the case may be, resulting or arising in anyway, directly or indirectly, in connection with or as a result of the Activity or my participation therein.

(vi) **I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE** each of the Lazy Bear Parties from and against any and all liability, including but not limited to, liability arising from any cause, including without limitation, the negligence or fault of any of the Lazy Bear Parties, for any kind of loss, cost, injury, death or damage to me, others, my property or the property of others, as the case may be, resulting or arising in anyway, directly or indirectly, from the Activity, including without limitation my participation in, attendance at or traveling to and from the Activity.

Initials of Adult Participant

Initials of Parent/Legal Guardian (on behalf of a Minor Participant)

(vii) **I SHALL INDEMNIFY AND HOLD HARMLESS** each of the Lazy Bear Parties from and against any and all claims, suits, damages, demands, deficiency, charges, costs, losses, expenses or other liability of any kind whatsoever (including all legal costs) in anyway arising from, as a result of, or in connection with any act, omission or failure of or by any of the Lazy Bear Parties associated with, related to or in any way connected, directly or indirectly, with the Activity or my participation therein.

(viii) **I SHALL NOT SUE OR COMMENCE ACTION AGAINST** any of the Lazy Bear Parties for any act, omission or failure of or by any of the Lazy Bear Parties associated with, related to or in any way connected, directly or indirectly, with the Activity or my participation therein, provided, however, that I hereby attorn to the courts of the Province of Manitoba for any action of proceeding and hereby waive any objection to the courts of the Province of Manitoba.

(ix) This Waiver and Release of Liability Form will govern my actions and responsibilities at the Activity.

(x) I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity, which medical treatment will NOT be paid by any of the Lazy Bear Parties.

(xi) I acknowledge that I have been made aware of, and fully understand that Churchill is a remote community with limited facilities including a major hospital. In light of that fact, I have taken the necessary precautions.

(xii) I understand that during this Activity, I may be photographed and that I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Lazy Bear, including advertising future events.

(xiii) This Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

(xiv) This Waiver and Release of Liability Form shall inure to the benefit of me, and be binding on, my heirs, executors, administrators and personal representatives.

(xv) From the time of my check in, including the entire time that I am a guest at this facility, I take full responsibility for the condition of the room and for any and all damages in that room.

If I notice any damages to the room when I check in, I will immediately notify the front desk about the type and extent of the damages, I understand that I will be contacted by the Lodge within seven (7) days of the close of my stay if my room is checked and is determined to be damaged. I will work directly with the assigned person from the Lodge to have said damage repaired at my expense.

(xvi) I acknowledge that, during the “Activity” as described above, the image, likeness and personality of the Guest may be captured on photograph, video, sound recording, live action internet transmission and on other media (the “Personal Images”), and that the Lazy Bear may wish to use these Personal Images for promotional and other business purposes. I hereby relinquish and forever waive all of the rights of the Guest relating the content of the Personal Images and their being captures, reproduced, and used (whether or not for profit) on any such media form(s), including nay privacy rights or rights to be compensated for the commercial use of the Personal Images that the Guest may have and further relinquish and waive any copyright, moral rights or any other rights that the Guest may have in the content of use of the Personal Images.

(xvii) I voluntarily and freely waive any and all claims that I have or may have in the future again Lazy Bear Lodge Ltd., Lazy Bear Expeditions (including any or all of its affiliates), for any and all liability and for any loss, damage, expense or injury that I (or the person on whose behalf I am signing this document) may suffer related to COVID-19 exposure or exposure to other such viruses or infections and agree to hold harmless and indemnify Lazy Bear Lodge Ltd., Lazy Bear Expeditions (including any or all of its affiliates) from any and all liability from any or all liability for any personal injury or expense to any third party resulting from my participation.

Initials of Adult Participant

Initials of Parent/Legal Guardian (on behalf of a Minor Participant)

(xviii) This Agreement shall be governed by the laws of Manitoba.

Please note, Lazy Bear Lodge Ltd. o/a Lazy Bear Expeditions is a privately owned, smoke free facility. Management reserves the right to refuse service to anyone. We are not responsible for accidents or injury to guests or for loss of money, jewellery or valuables of any kind.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

I acknowledge and agree that the execution of this document by electronic means (including by click-through acknowledgement) constitutes an original signature to this document being a binding agreement. Bu electronically signing this document, the undersigned consents to the entering into of this document in electronic form and acknowledges that the undersigned's electronic signature will have the same legal force and effect as a hand written signature.

**PLEASE NOTE: BY SIGNING THIS FORM YOU GIVE UP YOUR RIGHT TO BRING COURT ACTIONS TO RECOVER COMPENSATION FOR ANY INJURY TO YOURSELF, YOUR PROPERTY, OR YOUR DEATH ARISING OUT YOUR PARTICIPATION IN THE ACTIVITY.**

\_\_\_\_\_  
Print Adult Participant's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Parent or Legal Guardian's Name  
(on behalf of a Minor Participant)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Signature