

PICTURE PERFECT TOURS LTD. - RELEASE & WAIVER OF LIABILITY

By signing this document you will waive certain legal rights, including the right to sue for or claim compensation following any participation or extended stay during a Sable Island Tour.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

By signing this document you will waive certain legal rights, including the right to sue for or claim compensation following an accident. _____ **Initials**

TO: Picture Perfect Tours Ltd., its directors, officers, employees, agents, representatives, and contractors (all of whom are individually and collectively referred to in this document as the **“Tour Operator”**).

ACTIVITY DESCRIPTION:

Participating in a photography focused sightseeing tour to Sable Island National Park Reserve will include, but is not limited to; activities at the offices or upon the lands of the Tour Operator; a variety of transportation including but not limited to, walking and hiking to and from the tour sites which may include public buildings, public land, private land, private property, docks or wharves. activities at and between the tour sites, or while boarding or disembarking from the various forms of transportation, may be, but not limited, to any instructional or interpretive activities, and activities on or around the ground transportation or tour sites (any and all of which are individually and collectively referred to in this document as this **“Activity”**)

ASSUMPTION OF RISKS

I am aware that participating in the Activity described above involves many risks, dangers and hazards including but not limited to: weather conditions; transportation movements and collisions; equipment failure; improper use of equipment; tripping hazards; slips and falls; negligence on the part of other participants and negligence on the part of the Tour Operator, including the failure on the part of the Tour Operator to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Activity. I freely accept and fully assume all such risks, dangers and hazards, including without limit, the risk of personal injury, death, property damage and loss occasioned during or arising from my participation in the Activity.

Whereas Sable Island is a remote location with limited access, I understand that should an event such as aircraft unserviceability, weather deterioration, pilot incapacitation, or other difficulty occur such that I cannot depart from Sable Island at the scheduled time, I may be required to stay on the island for an extended/ unknown period of time. I freely accept and fully assume all risk and costs of having to remain on the island until such time as a suitable comparable means of transportation becomes available. I understand and accept that a replacement aircraft/boat will not commence an attempt to reach the island unless there is a high degree of likelihood of a successful landing on the island. _____ **Initials**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AGREEMENT, LICENSE TO USE NAME AND LIKENESS

In consideration of the Tour Operator agreeing to my participation in the Activity and permitting my use of their equipment, transportation, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I AGREE:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Tour Operator and to release the Tour Operator from any and all liability for any loss, loss of work, damage, expense or injury, exposure to COVID19, including death, that I may suffer or that my dependants and next of kin may suffer, as a result of my participation in the Activity, due to any cause whatsoever, including, without limit, negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, S.N.S. 1996, c. 27, or the Common Law of Canada or Nova Scotia, on the part of the Tour Operator, and further including the failure on the part of the Tour Operator to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Activity. _____ **Initials**

2. TO release the Tour Operator from any and all liability for any loss, damage or expense including any scheduling or other difficulty arising from being away from the mainland for a protracted period of time as a result of being on Sable Island, due to any cause whatsoever. _____ **Initials**

3. THAT in entering into this Agreement I am not relying on any oral or written representations or statements made by the Tour Operator with respect to the safety of participating in the Activity, other than as set forth in this Agreement. I am aware of the dangers involved with participating in the Activity and my participation is voluntary. _____ **Initials**

4. THAT I am particularly aware of the risks associated with the Activity, including COVID19 exposure, in such a remote location such as Sable Island with limited transport and medical assistance for participants. The Activity may require physical exertion which may be strenuous and may cause physical injury. To my knowledge, my physical condition is adequate for participating in the Activity and I have no pre-existing health condition that should keep me from participating in the Activity. I have a minimum of a week's worth of any appropriate medication that I may need. _____ **Initials**

5. THAT I understand that I may appear in photographs and video and/or audio recordings at any point during the Activity, individually or as part of the group. My signature gives the Tour Operator, a worldwide, royalty-free license, to release and/or publish any statements, photographs and video and/or audio recordings for promotional, educational and/or commercial purposes. _____ **Initials**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND SIGN IT FREELY, VOLUNTARILY, AND WITH KNOWLEDGE OF ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I have read this Agreement, and I agree to be bound by its terms.

Name of Participant: (please print & sign) _____

Name of Participant: (please print & sign) _____

Name of Participant: (please print & sign) _____

Name of Participant: (please print & sign) _____

Date: _____