

TO: 614991 NB LTD, O/A JOLLY BREEZE WHALE ADVENTURES

RELEASE OF LIABILITY, WAIVER OF ALL POSSIBLE CLAIMS AND ASSUMPTION OF RISK

ACTIVITY: Sightseeing, whale watching and wildlife boat tour.

***I understand that there are **INHERENT RISKS WITH BOATING**, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, slipping/falling, encounters with wild or other wildlife whose behaviour in their natural environment cannot be predicted or controlled. I accept all inherent risks of the above activity and the possibility of injury, death, property damage or loss resulting therefrom.

***I assert that I am **PHYSICALLY FIT** to ride on a zodiac high speed type vessel. Please note that these tours are not recommended for expectant mothers, people in frail health or other medical conditions, those with neck or spinal concerns, or small children, especially those under 5 years of age. Anyone under 18 years of age must be accompanied by a parent or legal guardian. All participants must sign a waiver at boarding.

***I fully understand that there will be **LIMITED ACCESS TO MEDICAL FACILITIES** and that in the event of injury or illness, appropriate care must be summoned by boat radio and treatment will be delayed until I can be transported to a proper medical facility. In the event I show signs of distress or call for aid, I will not hold Jolly Breeze Whale Adventures, their crew or passengers responsible for their actions in attempting the rescue or rendering of first aid or other assistance. I agree in advance to these conditions.

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***I **waive any and all claims** I may now and in the future have against, and release from all liability and agree not to sue 614991 NB Ltd, and its officers, employees, instructors, agent or representative (collectively the "Released Parties") for any personal injury, death and property damages, expenses or loss sustained by me as a result of my participation in the above activity due to any cause whatsoever, including, without limitation, negligence, breach of statutory duty including duties arising from rules of law concerning negligence, on the part of the Released Parties.

The ticket holder agrees that any litigation shall be brought solely within the Province of New Brunswick and shall be within the exclusive jurisdiction and interpreted solely in accordance of the laws and Courts of the Province of NB.

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***I understand that 614991 NB Ltd and its employees, cannot be held liable should I experience exposure, injury or illness, including the transmission of infectious diseases such as **COVID-19**, caused by negligence.

***I agree that I will be fully responsible for all expenses which may be incurred in providing any special services to myself, outside of regular services agreed to or provided by the Released Parties in connection with the activity, and without limiting the generality of the foregoing, I agree to be responsible for all and to all and any costs of rescues, special travel, medical attention or other special outlay for myself personally, and to reimburse the Released Parties and its staff for all costs of these services as may be incurred by them for my benefit or at my request.

***In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by the Released Parties, including those in the brochures, to induce me to participate in the above activity.

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***I confirm that I am the full age of majority or, in the alternative, I indicate am the guardian of the minor participant names.

***I confirm I have **READ** this agreement before signing it. **I UNDERSTAND AND AGREE** that this agreement will be binding upon me (as participant or guardian), my heirs, next of kin, administrators, and successors.