

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

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

The term "**Wilderness Activities**" used herein means all services provided or arranged for me by The Moresby Explorers Ltd. ("Moresby"), including without limitation all: guided boat tours, boat transportation, hiking, beach walking, guided or unguided kayaking, kayak rentals, orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, all other activities and services, use of facilities or equipment, and all travel by or movement around boats, floatplanes, helicopters, vans or other vehicles.

In consideration of Moresby providing to me Wilderness Activities, the receipt and sufficiency of which I acknowledge, I **RELEASE AND FOREVER DISCHARGE** Moresby, and its affiliates, subsidiaries, directors, officers, employees, agents, guides, contractors, and shareholders (collectively, the "Releasee") of and from any and all manner of actions, causes of action, loss, damage, expense, suits, contracts, claims, damages, and personal injury, of any nature or kind whatsoever, whether in law or in equity or pursuant to statute, which as against the Releasee or any of them I ever had, now have or at any time hereafter may have, arising out of my participating in Wilderness Activities.

I represent and warrant to the Releasee that I am in good health and physical condition and I am not taking medication or suffering from a condition that would make it potentially dangerous or harmful for me to participate in the Wilderness Activities.

I UNDERSTAND AND AGREE THAT:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, 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 the Wilderness Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WILDERNESS ACTIVITIES REFERRED TO ABOVE;

2. The areas used for the Wilderness Activities are uncontrolled, unmarked, and not inspected and my participation in the Wilderness Activities involves many risks, dangers and hazards, some of which are known and others of which are unknown, including, without limitation, adverse weather conditions, effects of boat movement, equipment failure, encounters with animals, impact or collision, or becoming lost or separated from my party or guide.
3. My participation in the Wilderness Activities may pose physical risk to me or damage to my property and I may suffer injury or loss, including, without limitation, soreness, temporary or permanent paralysis, drowning, hypothermia, or death.
4. Due to the nature of the Wilderness Activities, communication may be difficult or impossible and in the event of accident or illness, medical treatment or evacuation may be delayed or unavailable.
5. All expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be paid for by Moresby or if so paid, I agree to repay Moresby for such expenses.

Moresby's agreement to permit me to partake in Wilderness Activities is based on the strict understanding that I assume all of the risk involved in partaking in the Wilderness Activities and that the Releasee will not be held responsible in any way should I become injured or suffer any adverse consequences as set out in this Release Agreement, even if such injury or adverse consequence arises from the negligence or actions of the Releasee or others. I understand that negligence includes failure on the part of the Releasee to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the Wilderness Activities.

THIS IS A FULL RELEASE OF ALL CLAIMS. PLEASE READ IT CAREFULLY.

I acknowledge, as evidenced by my signature below, that I have carefully read, understand and agree to the foregoing prior to my participating in the Wilderness Activities and that Moresby would not agree to permit me to partake in the Wilderness Activities if I did not agree to the terms set out above.

Signed at _____, this ____ day of _____, 20____.

Signature

Print Name