

## Freewheeling Adventures Tour Agreement

### **BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!**

In consideration of Freewheeling Adventures Incorporated, carrying on business as Freewheeling Adventures ("**Freewheeling**") permitting the individual named below ("**I**" or "**me**") to participate in the tour for which I am registered, including any related bicycling, kayaking or other activities (the "**Tour**") and to rent the equipment included in my registration (the "**Equipment**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

**Tour Changes and Insurance.** I acknowledge that Freewheeling reserves the right to change itineraries and prices without prior notice. I understand that significant currency changes may require a fair adjustment at final payment due date. Should I substitute, or add to, or change the initially agreed upon Tour or Equipment, I acknowledge that all terms and conditions of this Agreement will apply, and that any incidental or additional costs may be deducted from or charged to any deposit which might have been lodged with Freewheeling and I otherwise authorize Freewheeling to charge the credit card information provided by me for any and all such incidental or additional costs. I understand that if I cancel, my cancellation is subject to Freewheeling's cancellation policies, and that I may be required to forfeit deposits or complete payment. I understand that it is my responsibility to obtain cancellation insurance.

**Rental Agreement:** If I rent Equipment, I hereby agree to return all Equipment at the expiry of the agreed upon rental period (the "**Rental Period**") in the same condition as when delivered to me, reasonable wear and tear excepted only. I acknowledge that I am responsible for the Equipment howsoever used by me, including in connection with the Tour or such other tour or excursion organized by Freewheeling that I participate in. I understand that I will be responsible for any loss or injury if I lend the Equipment to others. I agree and acknowledge that: (i) it is my responsibility to inspect the Equipment before use, and (ii) I rely on my inspection to determine the quality and suitability for my use. I agree that I will, at all times, use the Equipment in a careful, safe and conscientious manner and in accordance with all applicable laws and regulations. I acknowledge that the use of a helmet, properly sized, fitted and fastened, is mandatory at all times while using bicycle Equipment. I understand and acknowledge that the use of a helmet does not eliminate, and may not reduce, the risk of injury or accident. In the event of loss or damage to the Equipment, I agree to pay replacement value thereof to Freewheeling, should Freewheeling elect to replace the Equipment, otherwise I shall only be required to pay fair market value for the Equipment, and in the event of damage which is less than a loss or constructive loss of the Equipment, to pay for the cost of repairs. I also agree, without prejudice to any other remedy Freewheeling might have, that any and all amounts due hereunder can be deducted from or charged to any deposit lodged with Freewheeling and I otherwise authorize Freewheeling to charge the credit card information provided by me for any and all late return fees and costs of loss or damage to the Equipment during the Rental Period.

**Cancellation of Tour; Force Majeure.** If Freewheeling cancels the Tour or changes the dates of the Tour by reason of (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities, (j) failure of subcontractors to perform in timely fashion; or (k) any other cause beyond Freewheeling's control, the performance of such obligation shall be excused and Freewheeling shall not be liable for any expenditure, liability or loss incurred by me. If Freewheeling cancels the Tour for any other reason I shall be entitled to a refund of all fees paid to Freewheeling.

**Promotional Materials.** I agree that participating in a Freewheeling excursion constitutes permission for Freewheeling to use my likeness in promotional materials.

**ASSUMPTION OF RISKS.** I AM AWARE AND UNDERSTAND THAT MY PARTICIPATION IN THE TOUR AND USE OF THE EQUIPMENT INVOLVES MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE TOUR AND USING THE EQUIPMENT. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF FREEWHEELING OR OTHERWISE.

**Waiver, Release and Indemnification.** I hereby expressly waive and release any and all claims which I have or may in the future have against Freewheeling, and its directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Tour or my use of the Equipment, due to any cause whatsoever, including without limitation the negligence of Freewheeling or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under applicable legislation or otherwise. I covenant not to make or bring any such claim against Freewheeling or any other Releasee, and forever release and discharge Freewheeling and all other Releasees from liability under such claims. I shall defend, indemnify and hold harmless Freewheeling and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my negligence or more culpable act or omission (including any recklessness or wilful misconduct) in connection with my participation in the Tour or my use of the Equipment.

**General.** This Agreement constitutes the entire agreement of Freewheeling and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and Freewheeling and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Nova Scotia, and I hereby consent to the exclusive jurisdiction of such courts. When the context so requires, the singular will be read as the plural and vice versa. Freewheeling reserves the right to deny participation to anyone who, in its good faith estimation, endangers or disrupts the enjoyment of any other Tour participants. I agree that my electronic signature included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE FREEWHEELING AND THE RELEASEES.**

**Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

**Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_