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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT - BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

YOUR INITIALS HERE » _____

TO: Albatros Expeditions hereinafter referred to as the 'operator' and the 'releasee(s)'

DEFINITION

In this agreement the term "Snowshoeing/Guided Snowshoe Hikes" shall include all activities in any way related to the participation in snowshoeing, guided hikes, (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - SNOWSHOENG / GUIDED SNOWSHOE HIKES SAFETY

I acknowledge that I have been advised to wear appropriate winter clothing and boots when participating in The Activities. I am aware that the physical exertion required by The Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

ASSUMPTION OF RISKS

I am aware that The Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from trails; entrapment by rocks or equipment; hypothermia due to exposure to very cold weather conditions; high winds; equipment failure; variation in the snow conditions, surfaces and currents; and negligence of other recreational users; falling, tripping or sliding on the surface. I am aware that I should not walk onto glaciers separated from the group or the guide, nor onto large snow fields; there is a real danger of falling into hidden crevasses. I am also aware that staying in the outdoors in Antarctica, Peninsula and South Georgia can involve extreme change in weather conditions. Communication in these types of terrains is difficult and, in the event of an accident, proper rescue and medical treatment may not be available in a timely manner. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

YOUR INITIALS HERE » _____





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In consideration of THE OPERATORS agreeing to my participation in the Snowshoeing / Guided Snowshoe Hikes and permitting my use of its equipment, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS , SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as 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 Snowshoeing / Guided Snowshoe Hikes, 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 THE SNOWSHOEING / GUIDED SNOWSHOE HIKES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Snowshoeing / Guided Snowshoe Hikes; That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
3. That this Agreement shall be governed by and interpreted in accordance according to Danish law.
4. The parties agree that any dispute(s) they may have will be exclusively dealt with by the courts of law of Denmark with the court of Copenhagen as primarily court.
5. PHOTO RELEASE - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of Snowshoeing / Guided Snowshoe Hikes, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I have read, and understand the stated policies as set forth by the operator and agree to all conditions.

Signed this ____ day of _____ Year

Printed Name of Participant

Signature

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT BEFORE PARTICIPATION IN GUIDED SNOWSHOE HIKES.

