



In consideration of Great Bear Coastal Marine Company Inc. d.b.a. Pacific Yellowfin Charters, a BC Company ("PYC") permitting the individual named below ("I" or "me") to board and sail on the "Pacific Yellowfin" and partake in the activities offered by PYC, which may include sailing on the "Pacific Yellowfin", riding in small tender boats, riding or operating off-road vehicles (including off-road scooters), hiking, water sports (including water skiing, tubing, water trampolining, paddle boarding, tubing and swimming) and participating in wildlife viewing (the "Activities") and for other good and valuable consideration, I agree to all of the terms and conditions in this agreement (the "Agreement").

### 1. Assumption of Risks

I am aware and understand that the Activities may involve 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 these in the activities and freely accept and assume any and all risks, dangers or hazards involved in the Activities, as well as the possibility of injury, death or property damage, whether caused by the negligence of PYC or otherwise.

### 2. Waiver and Release

I expressly waive and release any and all claims which I have or may in the future have against PYC, its affiliates and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (the "Releasees") arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including the negligence of PYC or any other Releasee, breach of contract, or breach of any statutory or other duty of care, or otherwise. I covenant not to make or bring any claim covered by this release against PYC or any of the other Releasees and forever release and discharge PYC and all of the other Releasees from liability for any claims covered by this release.

### 3. Directions of the Crew

I will obey the directions of the Captain and crew members of the "Pacific Yellowfin" at all times.

### 4. General Terms

This Agreement is the entire agreement between PYC and me with respect to the subject matter in this agreement and supersedes all prior or contemporaneous understandings, agreements, reputations or warranties, whether written or oral, with respect to the subject matter of this agreement. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, that invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable the terms of this agreement in any other jurisdiction. This Agreement is binding on and benefits both me and PYC and our respective heirs, successors and assigns. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada. Any claim or cause of action relating to the Activities must be brought only in the British Columbia Supreme Court, Vancouver Registry and I irrevocably attorn to the exclusive jurisdiction of the British Columbia Supreme Court, Vancouver Registry.

### 5. COVID-19

I understand and acknowledge that to limit the spread of infectious diseases, including but not limited to coronaviruses, and as a condition of participating in the Trip, I am required to at all times take the following precautions:

1. Stay at home when you have cold or flu symptoms, including coughing, sneezing, runny nose, sore throat or fatigue;
2. Practice good hygiene, including regular hand washing, avoiding touching your face, covering coughs and sneezes;
3. Maintain physical distancing guidelines from other participants and staff whenever possible;
4. Consider using a non-medical mask or face covering; and
5. Otherwise comply with all other directions and guidelines provided by provincial and federal health authorities.



I understand and acknowledge that while the above measures may mitigate the spread of infectious diseases, they cannot prevent it. I assume all risk and liability for the spread of infectious diseases and I agree to indemnify and save harmless the Releasees for any cause of action or suit related to the spread of infectious diseases, including but not limited to COVID-19, howsoever caused, whether arising by reason of the negligence of the Releasees or otherwise.

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 PYC and the Releasees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date