



TORNGAT MOUNTAINS BASE CAMP & RESEARCH STATION

TERMS AND CONDITIONS

This document includes an assumption of risks, release of liability, waiver of claims, and indemnity.

PLEASE READ CAREFULLY. By signing this document you will give up certain legal rights.

TO: Nunatsiavut Group of Companies (including but not limited to NGC Solutions Inc., Air Labrador, NGC Nunatsiavut Marine Inc. and NGC Nunatsiavut Inc.) and the Nunatsiavut Government, and their respective directors, officers, employees, agents, trip and tour guides, bear guards, interpreters, independent contractors, agents and other representatives (the “**Releasees**”).

1. Activities

In this document, “**Activities**” means all the activities directly or indirectly related to my travel package, including:

- transportation to, from and around the Base Camp by planes, watercrafts (such as boats and zodiacs), and other motor vehicles (such as passenger vans) and if applicable, helicopter tours(s);
- wilderness activities within and outside the Torngat Mountains National Park such as hiking, backpacking, wildlife viewing, backcountry travel; and
- accommodation and meals in the wilderness.

I understand the Activities that are included in my travel package. I have reviewed the information on the Activities on the website www.torngatbasecamp.com. I obtained all the information I needed to understand the Activities. I obtained satisfactory answers to all the questions I had on the Activities prior to signing this document. I understand that I should be prepared with the appropriate outerwear, footwear and have the fitness required for the Activities. I have reviewed the list of suggested clothing and equipment available on the website www.torngatbasecamp.com.

2. Terms and Conditions

I understand that the terms and conditions applying to the Activities can be found on the website www.torngatbasecamp.com and in this document. I acknowledged that I reviewed and agree with the terms and conditions listed on the website and in this document.

3. Health and Fitness

I certify that I am physically and mentally fit to participate in the Activities. I have truly and accurately completed and provided the Medical Information Form found on the website www.torngatbasecamp.com. I have disclosed any and all medical conditions that may affect my health, put myself at risk, or prevent me from completing the trip. It is my sole responsibility to disclose in writing to the Base Camp Manager any and all medical conditions and any concerns regarding my fitness condition. It is my sole responsibility to disclose to a medical doctor the nature of the Activities to ensure that my health and fitness condition will allow me to safely participate in the Activities.

If I use medication, I will be in possession of sufficient medication for at least one additional week in the event of a delayed or postponed return. I will store such medication in a waterproof and non-breakable container together with dosage instructions.

I understand that if I have failed to disclose any relevant medical information or if my fitness condition is not suitable for the Activities, I could be prevented from participating in the Activities and could be requested to leave the trip to ensure my safety or the safety of others. I understand that I will be responsible for all costs to return me to my point of departure and that I will not receive a refund of the purchase price paid for the Activities.

I understand that I am responsible for any medical expenses including the cost of medical evacuation. If I need to be evacuated, the transportation costs will be very high. I understand that I should obtain insurance and make sure such insurance will cover me if I need to be evacuated for a medical reason or any other reasons.

4. Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

Some of the Risks, Dangers and Hazards associated with the Activities. I understand that the Activities involve many risks, dangers and hazards. I accept all the risks, dangers and hazards that may occur and could result in illness, personal injury, death, property damage, loss and other adverse consequences. Such adverse consequences may be caused by the following and I recognize that this is not a complete list: transportation by motor vehicles, watercrafts or aircrafts; propane explosion, fires, electrical fences at the Base Camp; natural hazards; attacks by animals; exposure to sun, cold weather, high altitude, insect bites; separation from guide or party; gross negligence, negligence, inattention, and inexperience on the part of the Releasees or other persons participating or involved in Activities.

Delays to obtain medical care (and high costs of evacuation). I am aware that due to the remoteness of the Base Camp, communication and transportation are difficult. In the event of illness, injury or a medical emergency, I understand that many hours or numerous days may pass before I can receive proper attention and treatment.

Trip Cancellation, Trip Interruption, Change in Activities and Delays to Return Home. I understand that my trip could be cancelled prior to my departure for the Base Camp, interrupted, the Activities could be changed, and my return home could be delayed for many reasons, including insufficient bookings, safety threats, terrorism, strikes, natural disasters, fire, flood, local or national emergency, close down of airports or logistical problems. I understand that the Releasees will not be responsible for any losses, damages or expenses incurred by me in preparing for a cancelled trip or resulting from a trip interruption, delays, and changes to a travel package during the trip caused by circumstances beyond the Releasees' control. Losses, damages or expenses incurred by me may include but are not limited to non-refundable advance purchase plane tickets, visa fees, inoculations, equipment, loss of profits, loss of revenues, loss of vacation time and wages, or any costs associated with additional arrangements for travel plans associated with the cancelled, interrupted, changed or delayed trip. I understand that I should obtain insurance and make sure that such insurance will cover me if a trip is cancelled, interrupted, changed or if my return home is delayed.

What I am agreeing to release, waive and indemnify?

In consideration of the Releasees accepting my participation in the Activities and letting me use their services, Base Camp, accommodation, equipment, and other facilities, I agree:

- A. TO ASSUME ALL THE RISKS associated with my participation in the Activities (including but not limited to the risks listed in this document);**
- B. TO ACCEPT ALL THE ADVERSE CONSEQUENCES that could result from the occurrence of such risks that I may suffer (including but not limited to the adverse consequences listed in this document);**

- C. **TO WAIVE ALL CLAIMS AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES** from any liability (including but not limited to liability for injury, death or property damage, and costs incurred as a result of a trip cancellation, trip interruption, transportation delays and failure to return home as scheduled) whether caused by gross negligence, negligence, breach of contract, breach of any statutory duty or other duty of care, or the failure on the part of the Releasees to safeguard or protect me from any risks, dangers and hazards, including those listed in this document;
- D. **TO INDEMNIFY THE RELEASEES** from any liability for personal injury, death or property damage suffered by someone else resulting from my participation in the Activities; and
- E. **TO INDEMNIFY THE RELEASEES** for any costs they may incur if I need to be rescued or evacuated from the wilderness for any reasons.

5) **General Provisions**

I am making the decision to participate in the Activities solely of my own volition and I am not relying on any oral or written representations or statements made by the Releasees or anyone else.

I confirm that I am nineteen years of age or older (younger participants must have a parent or guardian read and sign this document).

I confirm that I understand this document and that it will also be binding on my heirs or next of kin, executors, administrators and assigns. I agree that the laws of Newfoundland and Labrador shall govern this document and that any lawsuit shall be brought solely in a Court in Newfoundland and Labrador.

Signed this ____ day of _____, 20__.

Participant Signature

Participant Name (Please print)

Witness Signature

Witness Name (Please print)

Signature of Guardian (Participant is less than 19)

Guardian Name (Please print)

Please send this form to Janice Goudie by e-mail at basecamp@ngc-ng.ca by fax at 709.896.5834, or by mail at P.O. Box 1000 Stn "B", Happy Valley-Goose Bay, NL, Canada A0P 1E0. Please call 1-855-867-6428 (Ext. 30) for assistance.