

## BLIZZARD EXPEDITIONS RELEASE OF CLAIMS AND WAIVER LIABILITY DOCUMENT

This is a release. Read it carefully and sign below. This release essentially says that I know I am going on a serious sailing expedition. If I die, get hurt, or damage my belongings, I will not make a claim, sue, or expect Blizzard Expeditions its owners, operators, agents, employees and associates to be legally responsible or pay for any damages.

I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this sailing expedition with Blizzard Expeditions. I know and fully understand that a sailing expedition is an outdoor adventure activity with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries, and property damage. I acknowledge and willingly assume all risks and hazards in sailing and all related activities when going ashore in a wilderness environment, including but not limited to, the yacht becoming damaged or sinking, equipment related accidents, fire, flooding, submersion in water, drowning, encounters with animals and wildlife, exposure to extreme temperatures and inclement weather, wilderness terrain including the dangers associated with crevasses and unavailability of immediate medical attention in case of injury.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, Captain or crew decision making, including that the captain or crew may misjudge weather and sea conditions, risks of going overboard or drowning while in a yacht and such other risks, hazards and dangers that are integral to activities that take place on the ocean and in a wilderness, outdoor, expedition or recreational environment; and by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Blizzard Expeditions or by any other person.

In consideration for Blizzard Expeditions allowing me to participate in this expedition, I voluntarily agree to release, discharge and hold harmless Blizzard Expeditions and their owners, officers, agents or employees for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge Blizzard Expeditions their owners, officers, agents and employees from any act of omission of negligence in rendering or failing to render any type of emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or property is damaged, I am giving up my right to make a claim or file a lawsuit against Blizzard Expeditions even if they negligently or by some other act or omission cause the injury or damage.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in this sailing expedition, and I sign this release on their behalf. In addition, I give Blizzard Expeditions its agents and employees permission to treat said minor in case of illness, injury, emergency or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of Blizzard Expeditions. Personal medical and travel insurance is strongly advised.

# BLIZZARD EXPEDITIONS

Blizzard Expeditions reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Blizzard Expeditions while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that Blizzard Expeditions may use film or photographic records of this expedition for its promotional and /or commercial purposes.

I HAVE PARTAKEN IN THE BLIZZARD EXPEDITIONS SAFETY BRIEF, EXPEDITION BRIEF AND FAMILIARISATION WITH THE YACHT TALK AND I FULLY UNDERSTAND ALL THE RISKS THAT I AM FACING BY TAKING PART IN THIS EXPEDITION. I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS WHICH IS BINDING ON MYSELF, MY HEIRS, MEMBERS OF MY FAMILY, PERSONAL REPRESENTATIVES AND ASSIGNS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN SAILING AND GOING ASHORE IN WILDERNESS DESTINATIONS AND BY SIGNING IT AGREE TO EXEMPT AND RELIEVE BLIZZARD EXPEDITIONS, ITS AGENTS AND EMPLOYEES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Print Name of Expeditioner \_\_\_\_\_

Signature of Expeditioner \_\_\_\_\_

Date \_\_\_\_\_

Signature of Parent/Legal Guardian (if less than 18 years old)

\_\_\_\_\_

Print name of Parent/Legal Guardian (if less than 18 years old)

\_\_\_\_\_

Date \_\_\_\_\_