

**ASSUMPTION OF RISKS, RELEASE OF LIABILITY,  
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT  
("AGREEMENT")**

I have requested that I be allowed to travel, from \_\_\_\_\_ Nunavut to Pond Inlet, Nunavut and from Pond Inlet, Nunavut to \_\_\_\_\_, Nunavut (the "Travel") on an airplane chartered by the Nunavut Water Board (NWB or Board).

By signing this statement I acknowledge that I am participating in the Travel as a result of my own freely made and fully informed decision.

**ASSUMPTION OF RISKS**

By signing this Agreement, I acknowledge that I am aware that the Travel involves accepting the inherent and other risks, dangers and hazards associated with the Travel, including, but not limited to:

1. injury or death to me while participating in the Travel;
2. loss or damage to my luggage;
3. delay in reaching my destination;
4. my own conduct or negligence; and
5. contact with equipment, and personnel providing the Travel.

By signing this Agreement I agree to assume these risks and all of the consequences that may flow from them (which may include without limitation, injury and death).

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of the NWB providing me with the Travel, I agree as follows:

1. TO RELEASE the NWB from any and all liability for any loss, damage (including without limitation direct, indirect, general, specific and consequential damages), expense or injury (including death) that I may suffer as a result of the Travel, due to any cause whatsoever.
2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have, however arising, against the NWB with respect to the Travel.
3. TO HOLD HARMLESS AND INDEMNIFY the NWB from any and all liability, including legal fees (on a solicitor and own client basis) and court costs, for any property damage or personal injury to me or to any third party, resulting from the Travel.
4. THAT all of the terms of this Agreement shall be binding on me, my heirs, administrators, executors, successors, assigns, next of kin and representatives. In this Agreement references to "the NWB" means and includes the Nunavut Water Board, together with its officers, directors, employees, board members, agents and all successors and assigns thereof.
5. THAT this Agreement shall be governed in all respects by, and interpreted in accordance with, the laws of Nunavut.

In entering into this Agreement, I am not relying on any oral, written or other representations or warranties made by the NWB.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND CONFIRM THAT I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(please print)