



WAIVER OF LIABILITY

ILULISSAT ADVENTURE INDEMNIFICATION AGREEMENT, RELEASE AND WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK THIS IS A LEGALLY BINDING RELEASE AND WAIVER OF LIABILITY, AN EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (hereinafter referred to as the "Agreement").

Please read it carefully, fill in the blanks and sign at the bottom where indicated.

I affirm that I have been advised and thoroughly informed of the:

Inherent hazards of the tours provided by Ilulissat Adventure. Activities include, but are not limited to: kayak guided tours, snowmobiling tours, snow shoes walks, technical trekking and hiking, boat trips, glacier walks, climbing (rock, mix and ice) (here in after referred to as the "Activities").

Further, I understand that the Activities involve certain inherent risks including, but not limited to: forces of nature, civil unrest, dangerous roads, trails, off road activities, accommodation, vehicles, boats or other means of conveyance; drowning, sprains, strains, bruises or broken bones; insect bites and stings; altitude related illness; hypothermia and frostbite; unsanitary food or water; accident or illness without access to means of rapid evacuation or availability of medical supplies; inadequate medical attention; physical exertion for which I am not prepared, and negligence on the part of Ilulissat Adventure, its operators, or others. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the Activities provided by Ilulissat Adventure.

In consideration of being allowed to participate in the Activities, on behalf of myself and my personal representatives, heirs, executors, next of kin, spouse and assigns, I agree as follows:

I hereby personally assume all risks in connection with the Activities, whether foreseen or unforeseen, known or unknown for any harm, injury or damage, including death, that may befall me while I participate in the Activities, including all risks.

I understand and agree that neither Ilulissat Adventure, my guides, nor any of their respective employees, officers, agents, operators, subcontractors or assigns (hereinafter referred to as the "Released Parties") shall be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, assigns or damage to any properties that may occur as a result of my participation in the Activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I knowingly, intentionally and voluntarily waive, release, indemnify, and agree to hold harmless the Activities and the Released Parties from any and all actions, claims, or lawsuits that I, my family, estate, heirs, assigns or damage to any properties, may have for any damage, injury, paralysis, or death to myself or any other person arising out of my participation in the Activities.



If I, or anyone asserting a claim through me based upon my participation in the Activities, sues any Released Party, or otherwise violates the terms of this Agreement, I or such person(s), shall be responsible for and shall pay all attorney's fees and costs incurred by the Released Parties in defending such action.

I agree that this Agreement shall be governed by and construed in accordance with the laws of Greenland. All disputes and matters arising in connection with or incident to this Agreement shall be litigated, if at all, exclusively before a court located in Ilulissat, and in no other jurisdiction or venue. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that Ilulissat Adventure is solely a distributor of Activities and that they cannot be held liable for any damage, expense, or inconvenience caused by delays in the tours I participate in affecting the remainder of my holiday.

I understand that Ilulissat Adventure cannot be held liable for supplying the Activities in the case of acts of God (force majeure). I accept that in such cases Ilulissat Adventure will use its best efforts to supply comparable services. I understand that all arrangements may be subject to alteration or cancellation at any time with or without prior notice for any reasonable cause, and that such alterations will not be considered cause for cancellation. I will not hold Ilulissat Adventure liable for any injury, loss, damage, accident, delay, irregularity, or expense arising from strikes, war, weather, quarantines, sickness, governmental restrictions or regulations, or from any act of omission of any individual, firm, or corporation furnishing the Activities, or any services in connection therewith, nor for any additional cost or expense due to disruption of advertised schedules, rates or services, or for any other cause beyond its control.

I hereby represent and warrant that I am covered by medical insurance which is valid overseas or am willing to assume such costs. I agree that if I suffer any injury or illness, Ilulissat Adventure shall arrange medical treatment and emergency evacuation service, as they deem essential for my safety, at my sole cost.

I understand that the Activities can or will be photographed and promoted by its agents and sponsors, and in consideration for permission to enter and participate in the Activities, I hereby give permission to all of the aforementioned released parties to use my likeness for any purpose whatsoever.

I have carefully read and fully understand the contents and legal ramifications of this agreement. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Full Name as per passport (in print): _____

Signature: _____

Date of birth: _____

Date: Year, Month & Day: _____