

HEARTLAND INTERNATIONAL TRAVEL & TOURS

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AFFILIATED WITH THE CONTINENTAL TRAVEL GROUP

WAIVER, RELEASE AND INDEMNITY PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR RIGHTS AT LAW

For the purpose of inducing the Tour Provider (as defined below) to take me on the tour that I have purchased from the Tour Provider (the "Tour"), I covenant, acknowledge and agree as follows:

1. I am over 18 years of age, I am capable of freely giving or withholding my consent, and I have freely entered into this waiver, release and indemnity (the "Waiver"). I acknowledge that the Tour is conducted in remote areas, not always on established roadways, and that there are significant risks inherent in the Tour. These risks may include, but are not limited to: (a) mechanical breakdown of the Tour vehicles(s); (b) becoming stranded in remote areas; (c) being subjected to rugged terrain and a very harsh climate; and (d) encounters with wild animals. I further understand and acknowledge that: (e) the behavior of wild animals in their natural habitat cannot be predicted or controlled, nor can weather conditions; (f) although the Tour Provider will try to ensure frequent and high quality viewing of nature and wildlife, this cannot be guaranteed in any way; (g) I may come into contact with wild animals and, if I do, it is possible that I could be injured or killed; and (h) the Tour is conducted in areas where there is no human habitation and a climate that can be extremely dangerous to humans.
2. Having acknowledged an understanding of these risks, I hereby remise, release, quit claim, forever discharge and save harmless the Tour Provider of and from all claims, demands, rights, causes of action, costs and liabilities of every nature and kind whatsoever in law or in equity ("Claims") which may arise during, as a result of or in connection with the Tour and the goods and services provided by or for the Tour Provider. Without limiting the generality of the foregoing, I hereby release the Tour Provider of and from any and all Claims which may now exist or hereafter arise from or by reason of any injury, death, sickness or loss whatsoever suffered by me or from damage to any property (including loss or theft of personal property) suffered by me at any time while I am on the Tour Provider's vehicles or facilities. This Waiver shall apply whether or not any such Claims arise, from an act or omission of the Tour Provider. I agree not to make any claim or take any proceedings against any other person, corporation or other entity who might claim contribution, indemnity or other relief from the Tour Provider.
3. This Waiver shall be binding on myself, my family and any attorney, agent, executor, trustee, representative or assignee of mine. I hereby indemnify and save harmless the Tour Provider for any Claims against the Tour Provider by any member of my family, my employer or by any other person for whom or to whom I am or may be responsible, whether at law or otherwise.
4. The term "Tour Provider" expressly includes all companies and persons affiliated with Heartland International Travel & Tours including, but not limited to Via Rail Canada, 3034998 Nova Scotia Company, 65630 Manitoba Ltd., FNI Holdings Corp., Gulden Investments Inc., Bank of Montreal Capital Corporation and their respective officers, directors, shareholders, partners, employees, insurers, agents, representatives, local operators, and all of their respective heirs, executors, administrators, successors, assigns and personal representatives.
5. I agree to follow all rules, guidelines, policies, regulations and recommendations (the "Rules") made by the Tour Provider, and to indemnify the Tour Provider for any costs or losses suffered by it which are caused by or arise in connection with my failure to follow any such Rules of which I have been made aware by the Tour Provider, whether verbally or in writing.
6. I acknowledge that during the Tour, my image, likeness and personality may be captured on photograph, video, sound recording, live action internet transmission and on other media (the "Personal Images"), and that the Tour Provider may wish to use these Personal Images for promotional and other business purposes. I hereby relinquish and forever waive all of my rights relating to the content of the Personal Images and their being captured, reproduced and used (whether or not for profit) on any such media form(s), including any privacy rights or rights to be compensated for the commercial use of the Personal Images that I may have, and further relinquish and waive any copyright, moral rights or any other rights that I may have in the content or use of the Personal Images.
7. **I agree that this Waiver shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein. I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Manitoba in respect of any matter arising in connection with this Waiver. I acknowledge that I have read this document carefully before signing it, and understand all of the provisions contained in it. I am signing this document freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal. Where two individuals have signed this Waiver, it is understood that each signatory is severally providing the acknowledgements, agreements, releases, waivers and representations herein contained, such that this Waiver shall be enforceable against each of the signatories hereto.**

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date _____