

ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY

Travel Services

In connection with my enrolment in any B&R (as defined below) trip or trips, including any pre-trip and post-trip extensions and all travel services and travel related activities in which I participate hereafter, whether made in a single booking or otherwise, and including all travel and related services for which B&R shall have provided booking services and research on my behalf, (collectively defined as the 'Trip' without regard to whether I participate in a single or multiple trips or whether applicable activities are continuous):

Risks

I acknowledge that: Trips with Butterfield & Robinson Inc. (hereinafter 'B&R', which term includes Butterfield & Robinson Inc.'s related and affiliated companies their employees, guides, shareholders, officers, directors and agents) are intentionally designed to take clients 'off the beaten path', to places where facilities, infrastructure, and safety and other standards may not be sophisticated and may be different from those in my country. Trips involve physical activity that can be demanding depending on the condition of the traveller and the risk of serious personal injury including permanent disability and death from accident, illness, including any infectious or pandemic illness to which I may be exposed while on a Trip or which I might have avoided had I not taken a Trip, or the actions of other persons. Medical facilities, services, supplies, and evacuation may not be easily accessible and may not be sophisticated. There are also risks associated with Trips such as theft or loss of or damage to property. I assume full responsibility for all my possessions and luggage. Some of the services provided in connection with Trips, including lodging, transportation, food service and local tours and activities, are obtained from independent suppliers over whom B&R has no control. In conjunction with the Trip, I may make use of certain equipment belonging to and maintained by B&R including bicycle(s), electric bicycle(s) and related equipment, helmets and other safety equipment (collectively, and together with all other goods and equipment of B&R, the "Equipment"). I accept that although B&R endeavours to maintain the Equipment in good working order, functioning properly and in accordance with its designed purpose, breakdowns and failures of the Equipment can and will occur due to normal wear and tear, road conditions including abnormal road conditions and ordinary use.

Limitation of Liability and Release

I understand and have carefully considered the risks involved in taking a trip of this nature, including: the risk associated with any illness or state of pandemic that might exist anywhere in the world at the time of my Trip; the state and availability of medical treatment; my use of intoxicants including alcohol; and my use of the Equipment. I accept those risks and assume full responsibility for any loss, injury or damage to me, my family or my dependants arising in connection with my participation, or the participation of members of my family, in the Trip. We have our own insurance appropriate to our needs in respect of such loss, injury, illness or damage. I assume responsibility for, and will pay, all medical expenses arising from or associated with my participation on the Trip. I represent and warrant to B&R that i) I fully understand the physical requirements of my participation on the Trip including its associated and included activities; ii) I am in active good health and physically, mentally and emotionally fit and able to participate in the Trip, including its associated and included activities. I acknowledge that B&R expressly relies on my representations and warranties herein and that no disclosure by me of any condition, ailment, disability or other personal information shall modify or limit the extent of my waiver, release, acknowledgement and assumption of risk herein.

I accept that although B&R endeavours to choose appropriate independent suppliers to provide services on the Trip, B&R has no right to control their operations and therefore makes travel arrangements for the Trip on the condition that B&R will not be liable for any negligent or wilful act or omission of any independent supplier, or any other unrelated third party, including any third party that you contract for services or goods not included in the trip nor provided by B&R or its subcontractors. I acknowledge that the services provided by the independent suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their tariffs, conditions of carriage, tickets or vouchers or international conventions or agreements.

I acknowledge that the cost of the B&R Trip is based on my executing this Acknowledgement of Risk, Release and Indemnity. In consideration for B&R accepting me on this Trip and allowing my use of the Equipment I agree that I will not sue B&R, in respect of, and I hereby forever release B&R from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the Trip or my use of the Equipment—including without limitation: the effects of illness; permanent disability or death; any emotional distress; any loss of services, financial support, aid consortium or companionship; and any damage to or loss of property—in each case, even if caused, in whole or in part, by the conduct, including the negligence, of B&R; except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Butterfield & Robinson Inc. or its employees, guides, shareholders, officers or directors, in which case I may sue only Butterfield & Robinson Inc. in respect of that conduct.

I further agree that I will indemnify B&R in respect of any claims for loss, injury or damage made by: i) my family members, dependants or heirs, or ii) third parties, which I, my estate, my family members or dependants have sued if damages are recovered from such third parties to the extent the third party claims and obtains complete or partial indemnification from B&R; except where the loss, injury or damage is caused by the reckless or fraudulent conduct on the part of Butterfield & Robinson Inc. or its employees, guides, shareholders, officers or directors.

I acknowledge that while on the Trip my fellow travellers, guides and B&R contract personnel may take photographic or digital video and still images that may include my image or likeness (the 'Images'). I hereby grant to B&R a perpetual, worldwide, royalty-free license to use, copy, publish, distribute, sublicense, broadcast and post online the Images for any purpose including in connection with the promotion, advertisement and public description of the Trip and B&R.

I acknowledge that I have read and accept the further terms and conditions set out in the B&R trip planner and web site. I acknowledge that B&R reserves the right to decline accepting or retaining any traveller whose health or actions, in B&R's sole judgment, impede the operation of a trip or the welfare or enjoyment of fellow travellers. I acknowledge that I have provided to B&R personal information which may include health related personal information. I consent to the use, disclosure and destruction of my personal information in the manner, and for the purposes, described in B&R's Privacy Policy, which is available for my review on B&R's web site and elsewhere.

I agree that Butterfield & Robinson Inc. is the trustee of the respective rights of B&R under this agreement. I intend that this Acknowledgement of Risk, Release and Indemnity, will be binding on all members of my family, my dependants, my estate, my heirs, successors and legal personal representatives. I agree that any claim or dispute arising out of or relating to this Acknowledgement of Risk, Release and Indemnity, or its interpretation, the Trip, Equipment or my use of the Equipment, or my relationship with B&R will be resolved exclusively in the courts of the Province of Ontario and will be governed exclusively by Ontario law.

I have carefully read the above Acknowledgement of Risk, Release and Indemnity. I understand that this document governs my rights and limits my potential remedies and I nevertheless sign it voluntarily and knowingly.

Traveller's Name

Traveller's Signature

Date (mm/dd/yyyy)