

SHYMER TOURS INC.
(www.shymertours.ca)
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").
2. 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 may 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 or in the Tour Provider's vehicles or facilities, for any reason, and 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. I acknowledge and agree that I am responsible for all expenses pertaining and incidental to the Tour which the Tour Provider has not expressly agreed to provide.
4. I acknowledge and agree that I am responsible for obtaining all travel documentation and to assuring my compliance with all travel or other requirements which may be required in connection with my participation in the Tour. Should I fail to carry the necessary travel documentation or comply with any requirements (whether governmental or imposed by a third party provider, as the case may be), I understand and agree that the Tour Provider is not responsible in any way for any resulting costs or expenses to me, including any costs for me to return home should I be denied entry to any particular country or other event or component of the Tour.
5. Where the Tour involves my operation of a motor vehicle on my own (e.g. a "U-Drive" tour), I acknowledge and agree that I am responsible for ensuring that I meet all driving requirements of any Province or State in which I will be driving and that I abide by all highway traffic and driving laws. Should I fail to meet these requirements, I understand and agree that the Tour Provider is not responsible in any way for any resulting costs, expenses, loss or damage to me.
6. I acknowledge and agree that I am solely responsible for obtaining any and all insurance coverage pertaining to the Tour, including trip cancellation insurance and medical travel insurance.
7. 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.
8. The term "Tour Provider" expressly includes Shymer Tours Inc. and its officers, directors, shareholders, partners, employees, insurers, agents, representatives, local operators and all of their respective heirs, executors, administrators, successors, assigns and personal representatives.
9. I agree to follow all rules, guidelines, policies, regulations and recommendations (the "Rules") made by the Tour Provider, including the Reservation and Tour Terms and Conditions provided in my Tour itinerary and also found at www.shymertours.ca, and to indemnify the Tour Provider for any costs or losses 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.
10. I acknowledge 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 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.

First Name _____ Middle Int. _____ Last Name _____

Address _____ City _____

Province _____ Postal Code _____ Email _____

Date Of Birth (mm|dd|yy) _____

Date of Tour (mm|dd|yy) _____

Citizenship _____

Signature _____