

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**  
**AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY.  
PLEASE READ CAREFULLY!**

This Guest Release and Waiver is made pursuant to the Yervana Terms of Service <https://explore.yervana.com/policies/terms-of-service/>, last updated June 23, 2020 ("Terms of Service"), which govern the use of Yervana, including any content, functionality and services offered on or through [www.yervana.com](http://www.yervana.com) or any other website through which Yervana makes its services available (the "Website"), and to any mobile, tablet and other smart device applications, and application program interfaces (the "Application") (collectively, the "Services"). All Activities booked via the Services create an agreement between registered users seeking adventures ("Guests") and other registered users offering authentic adventures in the community ("Hosts"). Hosts can use the Services to publish experiences and excursions in their fields of expertise ("Activities"). This Guest Release and Waiver must be signed as a condition precedent to any Guest participating in any Activity offered through the Services. Any terms not defined herein have the meaning given to them in the Terms of Service <https://explore.yervana.com/policies/terms-of-service/>.

Your access to and use of the Services and ability to participate in any Activity is conditioned upon compliance with the Terms of Service and your understanding and agreement that Yervana Services Inc. (the "Company") is merely a facilitator providing an online marketplace connecting users, and that the Company is not a participant in any relationship between users, Hosts or Guests, nor is it a party to any contractual relationship between a Host and a Guest.

**1. ELIGIBILITY:**

To participate in an Activity, I understand that my Host and the Company require me to accept this Guest Release and Waiver, which is effective between me and my Host and the Company as of the date when I first book or participate in an Activity, whichever happens first.

I represent that I am 18 years of age or older. If I am bringing a minor as a Guest I acknowledge and agree that I am solely responsible for the supervision of that minor through the duration of the Activity and I have read the Guest Release and Waiver and agree to it on the minor's behalf. If I book an experience on behalf of other Guests I ensure and I represent and warrant that each Guest has read and agreed to this Guest Release and Waiver and has signed it before participating in the Activity and it therefore applies to each of them as if the reference to me was a reference to him or her.

**2. TO PARTICIPATE IN AN ACTIVITY:**

**CAREFULLY READ THIS GUEST RELEASE AND WAIVER INCLUDING THE ELIGIBILITY REQUIREMENTS AND WAIVER OF LIABILITY PROVISIONS.** Complete and sign this document.

**3. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS:**

I acknowledge that participating in an Activity involves many inherent risks, dangers and hazards including but not limited to: 1) serious personal injury, discomfort, illness, including sickness, physical injury, disability, permanent paralysis and possible loss of life. Without limiting the generality of the foregoing, I acknowledge that there is a risk of infectious disease contracted through viruses (including

COVID-19), bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 2) injury caused by the negligence of other Guests or registered users of the Services, including the Host and any other third party; and 3) risks of damage to or loss of personal property.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH OR ARISING FROM MY PARTICIPATION IN EACH ACTIVITY, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE HOST, THE GUEST, THE COMPANY, OR OTHERS, OR FROM DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES USED DURING THE ACTIVITY, OR OTHERWISE AND I ASSUME ALL AND FULL RESPONSIBILITY FOR PARTICIPATING IN THE ACTIVITY.

#### **4. RELEASE AND WAIVER OF LIABILITY:**

I acknowledge and agree that I have reasonably assessed the risks involved in the Activity and have made an informed and voluntary choice to participate; that I alone, and not my Host or the Company, am responsible for determining my fitness for participating in the Activity and I fully understand any and all directions and warnings presented to me; I will not participate in any Activity when I have a physical, medical or mental limitation or disability or when I am aware or should reasonably be aware of any factors that may limit me or prevent me from safely participating in the Activity; and that I will act reasonably and responsibly and will comply with any rules, instructions, conditions, directions or precautions provided to me in the circumstances and associated with the Activity and if I notice a hazard or danger I will stop participating immediately.

As a condition of participation, I release and promise not to sue the Host, and/or the Company and its affiliated companies, vendors, advertising, promotion and public relations agencies, co-sponsoring companies and their affiliates and agencies, and all officers, directors, employees and agents of the aforesaid entities (collectively, the "Releasees"), for any and all claims, demands, causes of action, damage, loss (whether economic or non-economic), expenses, costs, or liability of any nature whatsoever that I have or may have in the future **including any claims arising from ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF OCCUPIERS LIABILITY LEGISLATION, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OR ANY OTHER DUTY ON THE PART OF THE RELEASEES INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ARISING FROM OR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY** or for any costs and other expenses, including legal fees, relating to, arising from or in connection, directly or indirectly, with my participation in the Activity. In no event shall the Releasees be liable to me or my next of kin, or anyone acting on my behalf for acts or omissions arising out of or related to the Activity or my participation in the Activity. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN.**

I intend this Guest Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowable by law. I agree that if any portion of this Guest Release and Waiver is held to be invalid, the balance shall continue in full force and effect.

#### **5. COVID-19 RELEASE AND WAIVER OF LIABILITY:**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments recommend social distancing and have, in

many locations, prohibited the congregation of groups of people. The Company has put in place preventative measures to reduce the spread of COVID-19; however, the Company cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activity could increase my risk of contracting COVID-19.

As a condition of participation, I release and promise not to sue the Releasees for any and all claims, demands, causes of action, damage, loss (whether economic or non-economic), expenses, costs, or liability of any nature whatsoever, or for any costs and other expenses, including legal fees, as a result of, or in connection with, my contraction of COVID-19, including if that contraction results from the negligence or gross negligence on the part of the Releasees. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN.**

#### **6. INDEMNIFICATION**

I agree that if, despite this Guest Release and Waiver, I or anyone on my behalf, makes a claim against any of the Releasees, relating to an Activity, I will indemnify, defend and hold the Releasees harmless from any and all claims, demands, causes of action, damage, loss (whether economic or non-economic), expenses, costs, or liability of any nature whatsoever and for any costs and other expenses, including legal fees, relating to, arising from or in connection, directly or indirectly, with my participation in the Activity.

#### **7. DISCLAIMER**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOSTS PROVIDE THE ACTIVITY "AS IS," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING HOSTS EXPRESSLY DISCLAIM ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED.

#### **8. CERTIFICATION AND SIGNATURE:**

I certify that the information provided is correct and that I have carefully read, understand and accept the Guest Release and Waiver. My signature indicates my understanding and assumption of the risks and my voluntary participation in the Activity. I understand that by signing it I will **WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS**, including the right to sue. I have freely and voluntarily elected to assume all of these dangers and risks, to give up important legal rights as set out in this document, and to continue to participate in the Activity and I thereby **RELEASE, WAIVE AND FULLY DISCHARGE** the Releasees from any and all claims and liabilities of any kind or nature as set out in this document. This Agreement will be binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

In case of an emergency, I do hereby authorize and consent to any medical treatment or care deemed advisable.

This waiver and release of liability will be construed broadly to provide a release and waiver to the maximum extent possible under the applicable law and if any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remaining portions of this Agreement shall continue in full force and effect. I expressly agree that this agreement shall be construed and enforced in accordance with the laws of British Columbia, Canada and I hereby submit to the exclusive jurisdiction of the Courts sitting in Vancouver, British Columbia, Canada.

I confirm that I am 18 years of age or older, that I have read this document thoroughly and that I agree to its terms.

My signature below indicates that I have read, understand and have freely signed this agreement and that by signing I will **WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS**. I understand that the Host, the Company and other Releasees are relying on **MY FULL RELEASE AND WAIVER OF ALL CLAIMS** when allowing me to participate in the Activity. This form is necessary for me to participate in an Activity.

I understand I will not be allowed to participate without this form.

Name of Guest: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_