

INSURANCE UPDATE ON WAIVERS

~ Eric Moland ~

As many of you are aware, the members of APOS voted to amend your Bylaws at the 2009 AGM. It is now mandatory for ALL Outfitter-Guides who are members of APOS to have their clients sign waivers prior to embarking on any trips.

Assumption of Risk & Release from Liability Agreements, or waivers for short, have become the accepted industry practice for almost anything we choose to do where activities are involved. Sometimes they hold-up in court and other times they don't. One of the main keys to waivers being accepted by the courts is that you have your clients pre-sign some your waiver PRIOR to embarking on their trip. Ideally they should sign both your contract and waiver together.

Mones & Associates Insurance Brokers Inc. / Hub International Insurance Brokers does NOT provide any opinions on specific waivers as we are not lawyers. We can however provide a sample waiver to you, but if you want an opinion about your waiver, please contact your legal council. APOS has posted a sample waiver in the Outfitter section of the APOS website as well. A sample copy of this waiver is available from our office in word document format.

Thank you again for your continued support and we look forward to being of service to you during the coming year. As always if you have any questions about your insurance, please stop in or give myself or Candice in our Edmonton office a call at 780-435-4862 or toll free at 888-546-6637.

Eric Moland, CAIB

Mones & Associates Insurance Brokers Inc.
528-99 Street, Edmonton, AB T6E 5H5
Toll Free: 888-546-6637 Fax: 780-437-6768
moland@monesinsurance.com



Insurance Brokers Inc.

ASSUMPTION OF RISK and RELEASE FROM LIABILITY AGREEMENT

I, _____, hereby acknowledge the hunting trip, fishing trip, sightseeing trip, camping trip, photography or other guided tour that I am participating in under the arrangement of _____, its employees, agents and associates, involves risks and dangers which are inherent to hunting and wilderness travel. This includes but is not limited to hazards of travelling by motorized vehicle, on horseback, by airplane and by boats; hazards of carrying and being in possession of firearms and ammunition; hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present; hazards of being and travelling in remote wilderness areas and hazards arising from accidents, acts of God, illness and forces of nature.

I further accept and assume all risks of personal injury or death, or damage to property while participating in the said guided excursion, including negligence of _____ and their employees, agents and associates and that I do so voluntarily.

I acknowledge that this Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed solely in accordance with the laws of the Province of Alberta, Canada which these events occur and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within that Province or Territory of Canada and shall be within the exclusive jurisdiction of their Courts.

I acknowledge that in entering this Agreement, I am not relying on any oral or written representations or statement made by the Guide Outfitter with respect to the safety of wilderness travel.

I confirm that I have read and understood all parts of this agreement prior to signing it.

Signed this _____ day of _____, 20____.

WITNESS SIGNATURE:

CLIENT SIGNATURE:

SIGNATURE OF PARENT OR GUARDIAN:

(if client is under 19 years of age)

Name (please print)

Name (please print)

Address

Address