

WHITNEY & SMITH

Legendary Expeditions Inc.

TRIP APPLICATION AND REGISTRATION

Greetings, and welcome aboard to a trip of a lifetime!

To confirm your reservation with us on a particular trip, we require a **25% deposit** of the trip price. This deposit is **100% refundable** up to 90 days prior to departure when the balance payment for the trip is due. Along with the registration deposit, each participant must complete and submit this application form and sign the attached Assumption of Risks and Indemnity Agreement. Completion of a medical form is also required.

If you need to cancel your reservation with us, we will gladly refund you the full amount of your deposit up until 90 days prior to trip departure, the time when your full payment is due. **Bookings cancelled less than 90 days prior to trip departure however, are not refundable.** We highly recommend that you protect your investment by purchasing trip cancellation insurance. Travel insurance is available through Whitney & Smith up to when you make your final payment to us for the trip. Please contact our office for further details.

Whitney & Smith Legendary Expeditions Inc. reserves the right to cancel any trip if registration is below 50% capacity or logistical problems impede trip operation. In the event of a trip cancellation by Whitney & Smith Legendary Expeditions Inc., a full refund will be issued. Note that, due to the nature of operation in the wilderness and to the uncertainties in foreign currency exchange, trip prices are subject to change at any time.

Nunavut and NWT Tourism Deposit Assurance guarantees the security of deposits paid to licensed tourism businesses such as Whitney & Smith Legendary Expeditions Inc. We are members of Nunavut Tourism, and are fully registered and insured.

To begin registration, please print all information and mail with your deposit or payment to our office.

COMMON QUESTIONS

WHO GOES ON OUR EXPEDITIONS? A regular Whitney & Smith group contains active, open minded, enthusiastic participants of virtually all ages and backgrounds, people who share a common love for adventure in the wilderness outdoors. Our trip seats are typically filled by returning clientele and their friends, and while guests may show up on our trips as strangers, they often leave as lifelong friends.

WHAT QUALIFICATIONS DO YOUR GUIDES HAVE? Our guides are seasoned expedition leaders trained in wilderness first aid, who care deeply about the areas in which they guide. While safety is their first and foremost priority, their aim is to ensure that everyone has a trip of a lifetime. You will find them to be great companions, and as wildlife biologists and naturalists, they provide a unique element of natural history interpretation and cultural education for each trip. Our company is committed to environmental education and the teaching of outdoor skills, and with our small group sizes we are able to travel with a real theme of intimacy amongst nature.

GROUP SIZE? Our usual group size is 8 to 10 guests accompanied by 2 guides, the smallest group-size-to-leader ratio in the adventure travel industry.

WHAT'S INCLUDED IN THE TRIP COST? Trip prices include all air charter flights from group rendezvous points, all group equipment such as tents, kayaks, paddles, and lifejackets, all meals while out in the field, two fully qualified expedition guides, a camp library, repair kit, first aid kit, and radio communication equipment. Upon trip registration, a detailed *Clothing & Equipment List* will be sent to you.

WHAT'S NOT INCLUDED? Any items specified as 'Not Included' in the current trip itinerary, including transportation between the group meeting point and your home, certain meals and hotel accommodations, your personal belongings and gear as described in the *Clothing & Equipment List*, and any extra expenses incurred because of delayed departures of either chartered or scheduled aircraft.

HOW TO GET THERE? Our detailed trip itineraries provide you with all of the requisite flight information for your airline bookings. And, at your convenience, Whitney & Smith will be happy to make your airline reservations for you to the High Arctic. Please contact our office for further details. If you do book your reservations through a travel agent, we ask that you send us your flight itinerary well before the trip departure date.

WHAT WILL THE MEALS BE LIKE? We take pride in our gourmet menus, and always receive rave reviews about the nutritious and delicious food that we take special care in preparing. We utilise whole foods prepackaged by ourselves into hearty combinations, and you may well find yourself asking for a recipe or two!

Name of Trip: _____ . Departure Date: _____ .

Applicants Name: _____ .

Home Phone: _____ . Business Phone: _____ . Fax/e-Mail: _____ .

Mailing Address: _____ . City: _____ .

Prov/State: _____ . Postal Code/Zip: _____ . Country: _____ .

Date of Birth: _____ .

Please accept my 25% deposit / cheque enclosed
Full payment is due 90 days prior to departure.

P.O. Box 8576 Canmore, Alberta T1W 2V3 Canada phone: (403) 678-3052 fax: (403) 678-5176

WAIVER OF ALL CLAIMS, RELEASE FROM LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

To: Whitney & Smith Legendary Expeditions, Inc. ("W&S")

In consideration of W&S accepting my application for my being permitted to participate in the hiking/kayaking and adventure travel trip from _____ to _____, 20____ ("the trip"), I agree to this release of claims, waiver of liability, and assumption of risks ("the Agreement").

On behalf of myself, my heirs, executors, successors, administrators and assigns and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future, and release from liability and agree not to sue W&S, their directors, officers, employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss of any nature suffered by me as a result of my participation in any activity on the trip with W&S due to any cause whatsoever, including without limitation, negligence on the part of the releasees. _____(initial).

I am aware that adventure travel, hiking and kayaking involves risks, and in addition to the usual dangers and risks inherent in adventure travel, hiking and kayaking, certain additional risks some of which include:

1. Terrain - Natural areas and waters are subject to natural forces which result in obstacles and hazards, arctic waters are cold, and extended immersion can be fatal.
2. Isolation - Tours are in wilderness areas which may not be regularly patrolled, and communication may be difficult and rescue and medical treatment may not be available for hours or even days.
3. Air Charter Aircraft - Additional risks are posed by travel in smaller aeroplanes, in changing or cold-weather conditions and involving landings on remote unserviced airstrips.
4. Animals - Hiking or kayaking in natural areas may result in attacks or injury from wild animals, or capsize or damage to kayaks by walrus, whales or other sea creatures.
5. Weather - Weather may change rapidly and may be extreme, presenting significant challenges to survival. _____(initial)

I acknowledge the enjoyment and challenge I receive from hiking and kayaking and the wilderness experience, its isolation and the opportunity to experience wildlife and nature in a natural surrounding and state, this is my reason for participating in this tour, and I voluntarily assume all risks associated with these sports and adventure touring and freely agree to waive any and all legal rights I may have against the releasees.

I acknowledge that evacuation for whatever reasons is difficult and at times impossible due to weather and other conditions beyond the control of W&S, and I acknowledge that W&S is not responsible for any evacuation cost incurred on my behalf and I accept full responsibility for those costs.

I agree that the law which shall apply to this contract is the Law in the Province of Alberta, Canada and that the Courts of Alberta shall have exclusive jurisdiction relating to any litigation arising from this agreement, or any legal action related to the trip, regardless of its location.

I am medically, physically and in all respects fit and fully able to participate in adventure travel, and have no medical requirement or condition except as described in the Medical and Personal Form submitted in conjunction with my application to participate in the expedition, and I am responsible for my medical and any life insurance coverage.

I agree I will be fully and financially responsible for my own physical condition and well being during the trip and will follow the safety precautions prescribed by W&S.

I am eighteen years of age or over, and I understand English and I have read over and understand the Agreement prior to signing it.

Signed this ____ day of _____, _____. Trip dates: _____ to _____, 20_____.

Signature of Participant

Name of Participant (please print)

Signature of Witness

Witness Name (please print)

Witness Address and Phone Number