

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

TO: DEEP COVE CANOE & KAYAK CENTRE LTD., JERICHO BEACH KAYAK CENTRE LTD., CATES PARK PADDLING CENTRE, TAKAYA TOURS INC. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Name	Last	First	Phone:
Address	Street	City	Prov/State
Country	Postal/Zip Code	Date of Birth	Age
			Email

DEFINITION

In this Release Agreement the term "**Water Activities**" shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: canoeing, kayaking, stand up paddleboarding, dragon boating, surf skiing and the use of other watercraft; swimming; hiking; use of safety equipment including personal floatation devices; orientation and instruction sessions; clinics; races; tours; all transportation or travel to and from the river and/or ocean; loading and unloading of vehicles and watercraft; transportation by motorized boat; and all related activities.

ACKNOWLEDGEMENT – WATER ACTIVITIES SAFETY

I acknowledge that I have been advised to wear a personal floatation device while participating in the Water Activities. Instruction as to the proper use of the personal floatation device and other safety equipment is available from the guides, employees, and other staff of the Releasees. I am aware that participating in the Water Activities may involve sudden, violent and unexpected movement of the watercraft, as well as physical exertion which may result in injury or aggravation of previous injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Water Activities. I acknowledge that I am not, nor will I be, under the influence of drugs or alcohol while participating in the Water Activities.

RENTAL AGREEMENT

I accept full responsibility for the care of any rental equipment (the "**Equipment**"). I agree to pay for any damage to the Equipment and to replace the Equipment at full retail value if it is lost, stolen, or damaged beyond repair. I understand that I will be charged a minimum of \$25 if I return the Equipment after closing and that this amount will be increased based on the return time regardless of conditions. I understand that if I exceed my reserved rental time and inconvenience other customers I will be charged a rate double that of the regular rental rate for time exceeded. I am familiar with the proper use of the Equipment and I am aware that there are technicians available to answer questions that I may have as to the proper use of the Equipment.

RESCUE

I understand that if I am rescued by the Releasees there may be a \$50 fee per boat payable upon my return. I acknowledge that I am aware of this fee and that I can discuss the parameters of this fee with the Releasees prior to my departure.

ASSUMPTION OF RISKS

I am aware that participation in the Water Activities involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river and/or ocean; slips, trips and falls; the overturning or upsetting of watercraft; sudden, violent and unexpected movement of the watercraft; entrapment by trees, logs, rocks, watercraft or equipment; drowning; hypothermia due to exposure to very cold water; falling from the watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, equipment and/or other watercraft; encounters with domestic or wild animals, including bees and jellyfish; high winds or adverse weather conditions; Equipment failure; failure of safety equipment; variation in the water conditions, surfaces and currents; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and the negligence of other participants. I am also aware camping, hiking and back country travel by foot, vehicle or watercraft involve many risks, dangers and hazards, including, but not limited to: steep slopes, undercut and eroded riverbanks, obstacles and hazards; terrain that may not have been travelled on before and that is not regularly patrolled; becoming lost or separated from the guide or other participants and risks associated with camp and forest fires. Communication on the water is difficult, and in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WATER ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE WATER ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in the Water Activities and permitting my use of the services, vehicles, parking and other facilities and the rental of the Equipment, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Water Activities or use of the Equipment DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WATER ACTIVITIES OR THE USE OF THE EQUIPMENT;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Water Activities or use of the Equipment;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Water Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant
Date

Witness (Name)
Witness (Signature)