

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIALS: _____

CLIENT/STUDENT INFORMATION

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Country
Email Address			
Date of Birth	Year	Month	Day
Telephone	Home	Office	Mobile
Trip Date	Year	Month	Day

TO: AARON R MILLER; SEA TO SUMMIT ADVENTURE GUIDE AND INSTRUCTOR SERVICES INC.; SEA TO SUMMIT ADVENTURE GUIDE AND INSTRUCTOR SERVICES INC, DOING BUSINESS AS ADVENTURE G.I. their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns and **HER MAJESTY THE QUEEN IN RIGHT OF CANADA;** (all of whom are hereinafter collectively referred to as "**the Releasees**")

KAYAKING ACTIVITIES: In this Release Agreement, the term "**Kayaking Activities**" includes all my activities and involvement with the Releasees, including but not limited to: white-water kayaking, still water kayaking, ocean kayaking, lake and river kayaking; swimming, hiking, backpacking; touring, caving; observation of wildlife, all activities, services, orientation, instructional sessions and classes, including the Releasees' website, promotional materials and the rental or provision, *if any*, of any equipment, including life vest personal floatation devices, ropes, kayaks, paddles, stand-up paddle boards, transportation, accommodation, food, beverage, water supply and all travel by or movement around any watercraft (including motorized watercraft and Seaplanes or other vehicles) and camping or overnight stays in the outdoors, including open camp fires and use of facilities either provided by any third party, any Province or by the Releasees.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care or equipment as a reasonably prudent and careful guide/instructor would use under similar circumstances for Kayaking Activities or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH KAYAKING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ACKNOWLEDGE AND AGREE THAT ALL EXPENSES ASSOCIATED WITH NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID WILL BE MY RESPONSIBILITY AND WILL NOT BE COVERED BY THE RELEASEES.

ASSUMPTION OF RISKS – KAYAKING ACTIVITIES

I am aware that participation in Kayaking Activities involves many risks, dangers and hazards that can cause property damage, injury and death, *including but not limited to the following:* weather conditions and water conditions that may be extreme and can change rapidly and without warning; travel in areas where slippery shorelines, rocks, docks and fallen timber, shrubbery, branches, rocks, roots or other obstacles or hazards may prevent, impede or hinder travel; travel on or through boulder fields and landslide paths; accidents which occur during transportation or travel to and from the site where Kayaking Activities are to occur; slip, falls, entanglement and drowning while getting into or out of the kayaks, paddle boards or other water craft (collectively "**Boats**"); overturning, swamping, sinking of, impact with and entrapment by Boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall or equipment; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; becoming lost or separated from one's party or guide; encounters with domestic or wild animals; encounters with dangerous or poisonous flora and fauna; miscellaneous health problems related to over-exposure to the sun and other weather elements, insect bites, fatigue, stress, dehydration, exertion, and lack of fitness; negligence of other participants or guides and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF KAYAKING ACTIVITIES, INCLUDING FAILURE TO PROVIDE PROPER EQUIPMENT. COMMUNICATION IN AREAS WHERE KAYAKING ACTIVITIES TAKE PLACE MAY BE DIFFICULT AND IN THE EVENT OF AN ACCIDENT OR ILLNESS, RESCUE, MEDICAL TREATMENT AND EVACUATION MAY NOT BE AVAILABLE OR MAY BE DELAYED AND IS NOT PROVIDED BY RELEASEES.**

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Kayaking Activities as defined in this Release Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 Kayaking Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF RELEASEES OR ANY THIRD PARTY INCLUDING OTHER KAYAKING ACTIVITIES PARTICIPANTS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY OR CONSUMER PROTECTION LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN KAYAKING ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Kayaking Activities;
3. 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;
4. 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
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of being used for advertising, promotional or marketing purposes.

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 Kayaking Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I AM OF SOBER AND SOUND MIND AND THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND THAT I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ Day of _____, 20_____

_____ Signature of participant	_____ Signature of parent or guardian (if participant under 19)
_____ Participant name (Please print clearly)	_____ Parent Name (please print clearly)

_____ Signature of Witness
_____ Witness name (please print clearly)