

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

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

***PLEASE READ
CAREFULLY!***

SIGNATURE OF PARTICIPANT

TO: Recreational Canoeing Association of British Columbia, and its board, officers, employees, instructors, guides, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, assigns, agents and servants and **Her Majesty the Queen in the Right of the Province of British Columbia** (all of whom are hereinafter referred as "**the Releasees**")

DEFINITION

WILDERNESS ACTIVITIES In this Release Agreement, the term "wilderness activities" shall include but is not limited to: canoeing, stand-up paddle boarding, camping, hiking and all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, lake water, river and ocean canoeing and stand-up paddle boarding; rental of canoes and standup paddleboards (hereinafter "the boats") and other equipment; orientation and instructional sessions or courses, seminars and sessions; and all travel, accommodation, food and beverage, and water supply, transport and accommodation, and camping or overnight stays in the outdoors.

Initial

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID ^(SEP)

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

I am aware that the Wilderness Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slips and falls while getting into or out of the boats; overturning of the boats; embarking and disembarking of boats; carrying of boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; drowning; hypothermia due to exposure to very cold water, hyperthermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; equipment failure; surfaces and currents; and negligence of other boaters. I am also aware that fishing, hiking, backpacking, camping and backcountry travel include many risks, dangers and hazards, including but not limited to: use of stoves, axes and saws; building and maintenance of campfires; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; encounters with dangerous animals or poisonous flora and fauna; rock slides; negligence of other participants. Communication in the backcountry terrain 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

Please Continue Reading on Page 2

NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WILDERNESS ACTIVITIES

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Wilderness Activities and permitting my use of their services, equipment and other facilities, 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 the Wilderness Activities, 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, 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 THE WILDERNESS 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 the Wilderness 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 the province or territories where the Wilderness Activities take place 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 Province 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 the Wilderness Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND 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_____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is 18 yrs or younger