

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: [INSERT NAME OF OPERATOR], Her Majesty the Queen in the Right of the Province of British Columbia and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement Sea Kayaking (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: moving water, still water and ocean kayaking; rental of kayaks (hereinafter "the boats") and other equipment; orientational and instructional courses, seminars and sessions; and all travel, transport and accommodation.

ASSUMPTION OF RISKS

I am aware that the 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; slip and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, cold water immersion; repetitive strain injuries; dislocated shoulders; hypothermia; 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; and 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 ACTIVITIES

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the 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 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 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 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 where the 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 where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 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 under age of majority

Please Mail To:
Out For Adventure Wilderness Tours LTD
P.O. Box 70, Irondale, ON, Canada K0M 1X0



Assumption of Risk and Liability Release

Participants Name:

Trip Name:

Street Address:

Trip Date:

City:

Province/State:

Country:

Zip/Postal:

As with any activity there are risks involved, however minimal and obscure and therefore, in consideration of Out For Adventure Wilderness Tours LTD, their owners, their managers, their employees, their guides and anyone acting on their behalf (hereinafter known as Out For Adventure) furnishing services and/or equipment to me for the participation of a kayaking or canoeing adventure tour, I agree as follows:

I fully understand and acknowledge that my participation in these outdoor recreational activities involve risks that could result in damage and/or loss of personal property, bodily injury, disease, illness, strains, fractures, partial and/or total paralysis, drowning, death or other ailments that could cause serious disability. Risks and dangers may arise from foreseeable or unforeseeable risks including, but not limited to: a) Weather conditions such as wind, rain, lightning, fog, cold, heat and sun exposure. b) Water conditions such as water temperature, waves, currents, tides, rapids, whirlpools. c) Hazardous terrain such as wet rocks, rocky shores, steep rock bluffs, cliffs, hill and muddy trails or marine life such as barnacles, sea urchins or mammals. d) Encounters with marine and/or land mammals, insects or reptiles. e) Environmental injuries such as hypothermia, hyperthermia, heat-stroke, sunstroke, dehydration and shock. f) Impaction with motorized or non-motorized vehicles or vessels, or submerged logs, rocks or floating debris. g) Consumption of tainted food or water. h) Physical exertion. i) Personal physical or mental condition as indicated or not indicated on medical & personal information form. j) Improper first aid or emergency treatment by Out For Adventure Wilderness Tours LTD and/or other emergency personnel. k) Improper use or failure of equipment. l) Capsizing of or entrapment in kayak. m) Insufficient warnings/instructions from guides or misjudgment of guides in decisions. n) Negligence or error of Out For Adventure Wilderness Tours LTD. or the participants. o) Unforeseeable and unpreventable hazards such as the forces of nature or what is commonly referred to as 'An act of God'.

I fully understand and acknowledge that these activities take place in areas where emergency personnel or rescue services may not be able to reach us in a timely manner and as such may result in delayed medical attention or rescue. I willingly acknowledge and accept all the risks and dangers involved in these outdoor recreation activities as mentioned above, and my participation is purely voluntary.

I, on behalf of myself, my family, my personal representatives, my heirs, my assigns and my estate hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Out For Adventure Wilderness Tours Ltd, their owners, their managers, their employees, their guides or anyone acting on Out For Adventure Wilderness Tours Ltd.'s behalf from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise. I declare that I have sufficient insurance coverage in the event of any injury or damage I may cause or suffer, while participating in these outdoor recreational activities, if not, I acknowledge and agree to bear all costs required relating to medical, hospital, personal property damage or loss, Out For Adventure Wilderness Tours LTD. property damage or loss, and any and all evacuation and rescue procedures that may arise.

I confirm that I have read and understood the above liability release, and by signing it agree to be bound by its terms.

→ _____
Participant's Name (Please print)

→ _____
Participant's Signature

→ ____/____/____
DD / MM / YEAR

→ _____
Parent/Guardian's Name (Please print)

→ _____
Parent/Guardian's Signature

→ ____/____/____
DD / MM / YEAR

→ _____
Witness' Name (Please print)

→ _____
Witness' Signature

→ ____/____/____
DD / MM / YEAR

****IMPORTANT: Both the participant's and parent/guardian's signatures are required if under age 18 years.
A witness is required to sign all liability forms regardless of age.**

SKABC WAIVER OF LIABILITY

SKABC WAIVER OF LIABILITY THE FOLLOWING WAIVER MUST BE SIGNED IN ORDER TO PARTICIPATE IN SKABC TRIPS, TRAINING, AND OTHER ACTIVITIES.

I RELEASE the Sea Kayak Association of BC, its members, officers, directors, employees, contractors and agents from any liability, claims, demands, damages, action or causes of actions arising out of or in consequence of all bodily injuries, death or property losses or other damages which I may suffer arising out of or connected in any way with my participation in the on water and off water activities of the Sea Kayaking Association of BC, even if those injuries, losses or damages may have been caused solely or partly by the negligence of the Association or any of its members, officers, directors, employees, contractors or agents. I acknowledge that I am aware of the inherent risks and hazards associated with participating in sea kayaking activities and I freely and voluntarily assume all these risks and hazards. This Waiver and Release of Liability is binding upon myself, my personal representatives, heirs and next of kin.

NOTE: ALL ACTIVE KAYAKERS INCLUDED IN A FAMILY MEMBERSHIP MUST SIGN A WAIVER

DATE: _____ PHONE NUMBER: _____

NAME (please print): _____

SIGNATURE: _____

SIGNATURE of WITNESS/GUARDIAN: _____

- 1) Please mail the signed form to SKABC Box 751, Postal Station A, Vancouver, BC V6C 2N6; or
- 2) Hand-in to the Membership representative at a monthly Club Meeting.

Once a signed waiver has been received, your profile will be updated on SKABC's records.