

**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

LAST NAME	FIRST NAME	DATE OF BIRTH dd/mm/yyyy
ADDRESS (No/Street)		
CITY/TOWN	PROVINCE/STATE	POSTAL CODE
TELEPHONE	EMAIL	

**TO: West Coast Educational Adventures Ltd. and its directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

**DEFINITION**

The term "**Activities**" shall include but not limited to: ocean, freshwater or whitewater canoeing; and all activities, services and use of equipment and facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply, and day tours, multi-day camping or overnight stays in the outdoors.

**CANOING SAFETY**

I acknowledge that I have been advised to wear a personal floatation device while canoeing.

**ASSUMPTION OF RISKS**

I am aware that participating in the Activities involves many risks, dangers and hazards including but not limited to: slips, trips and falls; falling off canoes; changing weather; high wind; lightning; impact or collision with other vessels or objects in the water, other watercraft, rocks, trees, logs, deadfall, docks or shore walls; strain on joints, neck or spine; sudden, violent and unexpected movement of the canoe; overturning, upsetting or capsizing of canoes; entrapment by trees, logs, or equipment; drowning; hypothermia; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; becoming lost or separated from one's guide or party; failure to act safely or within one's ability or stay within designated areas; negligent first aid; negligence of other persons and **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 ACTIVITIES.**

Communication at the locations where the Activities take place is difficult, and in the event of an accident, rescue and medical treatment may not be readily available. Squamish Canoe Rental has insurance for it's own property, not the renter or anyone who is renting Canoes from Squamish Canoe Rentals.

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

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INITIAL

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

In consideration of being permitted to participate in the Activities, 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 STATUTORY DUTY OF CARE, INCLUDING ANY DUTY 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 ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of 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 British Columbia and no other jurisdiction; and
5. 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.

**I HAVE READ THIS RELEASE AGREEMENT 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\_\_\_\_.

Please print name of Participant

Signature of Participant

Signature of Parent or Guardian if participant is under age 19

Please print name of Witness

Signature Witness