

PLEASE READ CAREFULLY!

Initial

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

(hereinafter referred to as the "Release Agreement")

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident

TO: One Tree Paddles, David Kratt, directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

In this Release Agreement, the term "Kayaking Excursion" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: activities on and off water, ocean kayaking excursion, use of facilities, use of equipment, use of camping gear, demonstrations, orientational and instructional courses, and other activities, events and services in any way connected with or related to the Kayaking Excursion.

ASSUMPTION OF RISKS

I am aware that the participation in the Kayaking Excursion involves the risk of injury and other dangers and hazards, including, but not limited to: weather conditions and other natural occurrences such as tides, currents, storms, and wildlife, drownings, slips, falls, wildlife attacks, collisions with other kayaks, boats or other objects, equipment malfunction including sinking, breakage of paddles, breakage of ropes or harness; shock, stress or other injury to the body while participating in the Kayaking Excursion, negligence of other persons and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE KAYAKING EXCURSION.**

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

MEDICAL CONDITION

I understand that participating in Kayaking Excursion may place unusual stresses on the body. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to participate in the Kayaking Excursion.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Kayaking Excursion as defined in the 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 the Kayaking Excursion, 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, RSBC 1996, c. 337* ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE KAYAKING EXCURSION REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Adventure 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 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 the Province of British Columbia.

6. 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 Kayaking Excursion, above what is set forth in this Release Agreement.

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 Adventure Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understood the 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.

Dated this _____ day of _____, 20____.

Please Print Name

Signature of Participant

Please Print Name

Signature of Witness
