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**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*

**To: RoDon Ventures, doing business as Warm Rapids Inn & Kayak Centre, Her Majesty the Queen in the Right of the Province of British Columbia** and its directors, officers, employees, instructors, guides, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees").

**DEFINITION**

In this Release Agreement, Kayaking (hereinafter "the Activities") shall include all activities, events, or services provided, arranged, organized, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, still water, and ocean kayaking, rental of kayaks (hereinafter "the boats") and other equipment, orientation and instructional courses, seminars and sessions and all transport, travel 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; slips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact; collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; 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; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE 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 Duty of Care owed under the OCCUPIERS LIABILITY ACT, on the part of the Releasees, and further INCLUDING THE FAILURE OF THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OR PARTICIPATING IN THE ACTIVITIES;
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. To BEAR ANY COSTS INCURRED for rescue or medical attention to me, or for my benefit, arising from the activities and I shall INDEMNIFY THE RELEASEES for any and all liability in respect of all costs;
4. To BEAR RESPONSIBILITY FOR DAMAGE TO PROPERTY OR EQUIPMENT owned or provided by the RELEASEES and to pay for repair or replacement should damage render property or equipment beyond useable condition;
5. The 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;
6. 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
7. 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 the province.

In entering into this Release Agreement I am not relying on any verbal 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\_\_\_\_.

Signature of Participant	Signature of Witness
Participant Name Printed Clearly	Witness Name Printed Clearly
Guardian Signature for Participant Under 19 Years of Age	