

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

Name		Last	First		
Address		Street	City	Prov/State	
Country	Code	Date of Birth	Age	Weight	
			Gender	M	F
Email					

TO: WET N' WILD ADVENTURES LTD., HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees")

DEFINITION –This Release Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles, boats and rafts (hereinafter referred to as "the Activities").

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a lifejacket and helmet while river rafting. Instruction as to the proper use of the helmet and lifejacket is available from the guides. I am aware that river rafting may involve sudden, violent and unexpected movement of the boat or raft, which may result in injury, or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with river rafting. I acknowledge that participants must not be under the influence of drugs or alcohol while participating in the Activities.

INITIAL

ASSUMPTION OF RISKS

I am aware that river rafting involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other participants. Communication on the river 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 **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 THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES 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 its equipment, vehicles, parking 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
- 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;
- 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
- 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.
- PHOTO RELEASE** - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

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 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 witness
Print name clearly

Signature of participant
Signature of parent or guardian if under 19 years
Print name clearly

How did you hear about us? _____