

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY

INITIAL

Name of Participant	First	Last	
List Minors (under 19) participating			
Mailing Address	Street		
	City / Town	Prov. / State	Postal / Zip code

TO: Squamish Rafting Company Ltd. Her Majesty the Queen in the right of the Province of British Columbia and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (collectively referred to as the "Operators").

DEFINITION
This Agreement shall apply to all voluntary activities, events or services provided, arranged, organized, sponsored or authorized by the Operators, including, but not limited to: river rafting, boating, cliff jumping, hiking, backpacking, back country travel, orientation and instruction sessions, transportation and travel to and from any lake or river, loading and unloading of vehicles, boats, and rafts (collectively referred to as the "Activities").

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised to wear a lifejacket while river rafting and boating. Instruction as to the proper use of lifejackets 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 to participants. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with any of the Activities including but not limited to boating and river rafting.

INITIAL

ASSUMPTION OF RISKS

I am aware that boating and river rafting involves 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 the boats or rafts; sudden, violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks, or equipment; hypothermia due to exposure to very cold water; cold water immersion shock; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; cliff jumping; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters, rafters and anglers. I am also aware that back country travel involves many Risks, dangers and hazards, including, but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the back country terrain 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 OPERATOR INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF 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.

INITIAL

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In consideration of the Operators agreeing to my participation in the Activities and permitting my use of their equipment, vehicles, parking and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

INITIAL

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (collectively referred to as 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

2. 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;
3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia;
6. MARINE LIABILITY ACT – The Marine Liability Act, S.C.2001, c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death; and
7. PHOTO RELEASE – I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.
8. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Operators with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE OPERATORS.

Signed this _____ day of _____, 20____.

Signature of Participant	Print Name of Minor	Age
Print Participant's Name	Print Name of Minor	Age
Signature of Witness	Signature of Guardian if Participant(s) under 19	
Print Witness's Name	Print Guardian's Name	