

WILD WATER ADVENTURES INC.

**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
PLEASE READ CAREFULLY**

Initial here

Name
Address (street, city, country)

TO: WILD WATER ADVENTURES INC. (hereinafter referred to as “the Operator”), and its directors, officers, employees, agents, guides, instructors, volunteers, sponsors, independent contractors, sub-contractors, and representatives (hereinafter collectively referred to as the “Releasees”) Her Majesty the Queen in the right of the Province of British Columbia (hereinafter referred to as “the Province of B.C.”), Her Majesty the Queen in the right of the Province of Alberta (hereinafter referred as “the Province of Alberta”).

DEFINITION

In this agreement the term “Whitewater Activities” shall include all activities in any way related to the river rafting trip, and all other recreational activities offered, including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles, rafts and boats, backcountry travel, hiking and all activities on the river (hereinafter referred as “Whitewater Activities”).

ACKNOWLEDGEMENT – WHITEWATER / RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while participating in Whitewater Activities. Instruction as to the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required of Whitewater Activities and the forces exerted on the body can activate and aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Whitewater Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Whitewater Activities.

ASSUMPTION OF RISK

I am aware that Whitewater Activities involve many risks, dangers and hazards, both known and unknown, including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts; falling from the raft while on the river into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, power boats, rafts or other vessels, and boating equipment; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; swimming; accidents or illness in remote places without access to medical facilities; hypothermia due to exposure to very cold water, hiking alongside mountainous terrain, and alongside rivers; variation in the water conditions, surfaces and currents; high winds; equipment failure; encounters with domestic or wild animals; negligence of other boaters and rafters. I am also aware that backcountry travel involves many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain 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. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE OPERATOR AND RELEASEES, INCLUDING THE FAILURE BY THE OPERATOR AND RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE WHITEWATER ACTIVITIES.** I am aware that the risks, dangers and hazards of river rafting contribute to the enjoyment and excitement of the sport. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WHITEWATER 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 OPERATOR** and **RELEASEES** agreeing to my participation in the Whitewater Activities and permitting my use of their equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the “rafting 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 have in the future against **THE OPERATOR AND THE PROVINCE OF B.C. AND THE PROVINCE OF ALBERTA, 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 Whitewater Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, IMPRUDENCE, LACK OF SKILL OR ERROR OF JUDGEMENT BY ANY OF THE RELEASEES, 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, AND THE OCCUPIERS LIABILITY ACT, R.S.A., C.0-3, 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 WHITEWATER ACTIVITIES REFERRED TO ABOVE;**

INITIAL HERE

- 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 Whitewater Activities;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta;
- 5. That any litigation involving the parties to this Agreement shall be bought within the Province of Alberta;
- 6. **PHOTO RELEASE** -That any photographs or other recordings taken by Wild Water Adventures Inc. may, without any requirement of payment or further consent by me, be used by the Operators, for any purpose, including for promotional or advertising purposes.
- 7. **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.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of River Rafting 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 RELEASEES.

Signed this _____ day of _____, 2____

Witness

Signature of participant

Print name clearly

For Parents/Guardians of Participants of Minority Age (Under 18 years of age) This is to certify that I, as parent/guardian, with legal responsibility for this participant do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor involvement or participation in these programs above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

Parent/Guardian Signature _____ **Emergency Number** _____