

**RELEASE OF LIABILITY, WAIVER OF
CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY
AGREEMENT
(hereinafter "The Release Agreement")**

BY SIGNING THIS YOU WILL WAIVE
CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

Initial

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING THE RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES. ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE THE TIME TO REVIEW THIS DOCUMENT CAREFULLY.

Last	First		
Street			
City	Prov/State	Country	Code
Telephone	Email		

TO: Jason Mailhot, 0704835 BC Ltd (DBA "The Lodge on Harrison Lake"). and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

ASSUMPTION OF RISKS

I am aware that canoeing, kayaking, paddle boarding or other water sports involves many risks, dangers and hazards, which could result in damage, loss or physical injury including death to me. Some of these risks, dangers and hazards include, but are not limited to:

- Injury or death by drowning
- Adverse weather conditions

-Collision with boaters

-HARRISON LAKE CAN BECOME VERY WINDY & DANGEROUS, STICK TO SHORE & CHECK WEATHER CONDITONS BEFORE YOU LEAVE

Despite the risks, dangers and hazards paddle sports and fully understanding such risks, dangers and hazards, I wish to use the canoe, kayak or paddle board from the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. In consideration of the Releasees allowing me to use their kayak, canoe or paddle board and to participate in the water sports, I hereby agree as follows: **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 canoeing, kayaking or paddle boarding, DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- 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
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of fitness programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in water sports and use of the equipment.
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.

SAFETY

I am familiar with the proper use of the canoe, kayak or paddle board including recovering from a capsize and re-entry

I will wear a properly fitted Personal Flotation Device

I know where the safety equipment is located (bail bucket & or pump, whistle, throw line)

I am aware of the local hazards such as wind, power boats, rapidly changing weather conditions.

I will carry a communication device (cell phone or marine radio).

At all times someone that is 18 years of age or older will be physically near (within 15 meters) and always be in visual contact with any watercraft that is provided if the watercraft is being used by a minor.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in fitness programs.

JURISDICTION: 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 I agree to adhere solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this 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.

Signature:	Date:
Please Print Name:	Witness: