

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!

SIGNATURE OF PARTICIPANT

ORGANIZATION NAME: Go Kayak Sea Kayak Instruction and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees").

DEFINITION

In this Release Agreement the term "Water Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, still water, river, lake and ocean surfing, boogie boarding, wind surfing, sailing, snorkeling, canoeing, kayaking and paddleboarding; rental or use of related equipment; orientational and instructional courses, seminars and sessions; and all travel, transport and accommodation.

RENTAL AGREEMENT

I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

SAFETY

I acknowledge that I have been advised to wear an approved personal floatation device during any Water Activities and to carry other safety equipment such as spray deck, pump, paddle float, and bailer. I am familiar with the proper use of the Equipment, including how to self-rescue, and of the water environment including tides, currents and weather effects. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that Water Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from location of Water Activities; slip and falls while getting into or out of the Equipment; overturning of the Equipment; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment or other participants; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; failure of the Equipment; negligence on the part of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WATER ACTIVITIES OR MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WATER 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 Water 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 Water Activities or use of the Equipment, 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, 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 PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

- 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 Water Activities or use of the Equipment;
3. 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;
4. 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 or territory where the Water Activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the Water Activities take place and shall be within the exclusive jurisdiction of the Courts of that province or territory.

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 participating in the Water Activities or use of the Equipment, 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

Signature of Participant

Print Name

Print Name

Signature of Guardian if Participant is under age of majority