

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE OR BREACH OF CONTRACT OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

TO: Jay Raichura dba Pender Island Kayak Adventures, PADDLE CANADA and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, associated paddle sport clubs, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**).

DEFINITION

In this Release Agreement, the term **Paddle Sport Activities** shall include but is not limited to: all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include moving water and still water while participating in lake, river or ocean kayaking, canoeing, or paddle boarding; loan or rental of kayaks, canoes or paddle boards (hereinafter "the boats") and other equipment; orientational and instructional courses, seminars and sessions; swimming and related land and water activities; all travel, transportation, and accommodation; food, beverage including water supply, use of equipment, and multi-day camping or overnight stays in the outdoors.

In this Release Agreement, the term **"Negligence"** includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, or paddle sport operator would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS

Participation in Paddle Sport Activities involves various risks, dangers and hazards including the risk of serious injury, paralysis or death. Paddle Sport Activities often take place in remote locations, where assistance, medical and first aid services and evacuation may not be readily available, and communication may be difficult or not possible. The risks, dangers and hazards that may be encountered include, but are not limited to: accidents which occur during transportation or travel to and from the departure point; slips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact or collision with objects; cold water immersion; repetitive strain injuries; dislocated shoulders; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, floods and flash floods, and lightning; encounters with domestic or wild animals; all forms and sources of illness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence on the part of other participants; **and NEGLIGENCE ON THE PART THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLE SPORT ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN PADDLE SPORT ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL ILLNESS, INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Paddle Sport Activities as defined in this Release Agreement, 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 Paddle Sport Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLE SPORT 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 Paddle Sport Activities;
- 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 where the paddle sport 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 where the paddle sport activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 Paddle Sport Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT, 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.

Print Name of Participant
Signature of Participant
Date (dd/mm/yyyy)

Print Name of Witness
Witness Signature
Signature of Parent or Guardian if Participant is under the age of majority in the province the paddle sport activity takes place.