

**Jay Raichura dba Pender Island Kayak Adventures – WAIVER**

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED.**

**PLEASE READ CAREFULLY!**

Initial:

**TO: Jay Raichura, doing business as Pender Island Kayak Adventures and its managers, employees, volunteers, agents, representatives, contractors, subcontractors, the owners of facilities where Activities are held, successors and assigns (hereinafter collectively referred to as “THE RELEASEES”).**

**DEFINITION** – This agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: kayaking, canoeing, motor-boating, stand-up paddleboarding (collectively referred to as “Vessel(s)”) camping, hiking, meals, swimming, instructional sessions, activities, day tours, multi-day trips, transportation or travel by motorized boat, loading and unloading of Vessels, transportation or travel to and from locations used for the Activities; (hereinafter referred to as “the Activities”).

**ACKNOWLEDGEMENT – SAFETY**

I acknowledge that the risk of injury from the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury and death does exist. I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in a Vessel.

**ASSUMPTION OF RISKS** – I am aware that participation in the Activities involves risks, dangers and hazards including, but not limited to: slips and falls while boarding or disembarking from a Vessel; overturning of a Vessel; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves and tides; changing and inclement weather conditions including storms, high wind and lightning; collision with rocks, trees, logs, deadfall, boating equipment and other Vessels; equipment failure; accidents that occur while hiking and camping including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, seaweed, algae, barnacles, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the trails; integrity of man-made structures including tent platforms, benches, tables, toilets; inability to obtain emergency medical assistance due to remoteness of locations; encounters with wild and domestic animals, becoming lost or separated from one’s guide, or party; failure to act safely or within one’s ability or to stay within designated areas; and negligence of other persons. I AM AWARE THAT ONE OF THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, SOME OF WHICH ARE REFERRED TO ABOVE. 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 allowing me to participate in the Activities and permitting my use of their equipment, if any, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**1. TO WAIVE 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 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 INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS 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 solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
- 6. I am responsible for all costs of rescue or medical attention rendered to me, or for my benefit, arising from the Activities and I indemnify and hold harmless the Releasees from any and all liability in respect of any and all such costs.

**MARINE LIABILITY ACT** – The Marine Liability Act, S.C. 2001, c. 6, may limit the liability of the Releasees 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 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 RELEASEES.**

\_\_\_\_\_  
PARTICIPANT’S SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME CLEARLY

Date Signed: \_\_\_\_\_

Address: _____		
Street	City	Prov/State
Country	Code	Telephone