

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

(the "Release Agreement")

BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY**

Initial Here:

Last Name:		First Name:	Age:
Street:		City:	Prov/State:
Country:	Postal:	Email:	Phone:

To: **Guided By Adventure**, doing business as **Guided By Adventure** and its directors, officers, employees, instructors, guides, agents, representatives, contractors, volunteers, suppliers, successors, and assigns (collectively, the "Releasees")

**Definition:** In this Release Agreement, the term "**Activities**" means all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: any hiking or back country guiding; all travel either within or beyond the designated boundaries of such activities, including on logging roads and trails; orientation and instructional courses and sessions; and all other activities in any way connected with or related to the Activities.

**Assumption of Risk:** I am aware that participating in the Activities involves many inherent risks, dangers and hazards, including but not limited to: expose and falling rock, earth, ice, trees or other natural objects; wildlife; plants; travel on back-country roads; negligence of other participants and other persons; travelling on rough and uneven terrain; changing weather conditions which may cause the floor, ground and equipment to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; failure to remain within designated areas; impact or collision with trees, vehicle traffic, equipment, other participants and guides; remote terrain where medical treatment or rescue may not be readily available in the event of accident or injury; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES.**

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

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**Release of Liability, Waiver of Claims, and Indemnity Agreement:** In consideration of the Releasees agreeing to my participation in the Activities and permitting my use of their services, equipment, and 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 or any other person 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*, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

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2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** for any and all liability for any property damage, loss or bodily injury to any third party resulting from my participation in the Activities or the use of any of the Releasee's 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 shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction and any litigation involving the parties to this Release Agreement and shall be within the exclusive jurisdiction of the Courts of British Columbia.
5. 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 Activities, 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 AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.**

Date:	Witness:	Participant/ Parent or Guardian:
	Please Print Name:	Please Print Name:

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**Definition:** In this Release Agreement, the term "**Activities**" means all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: any paddling; stand up paddleboarding ("SUPs"); rental of stand up paddleboards or other equipment; all travel to and from the Activities; orientation and instructional courses and sessions; and all other activities in any way connected with or related to the Activities.

**Assumption of Risk:** I am aware that participating in the Activities involves many inherent risks, dangers and hazards, including but not limited to: accidents which occur during transportation or travel to and from the Activities; slip and falls; falling off the SUP; overturning the SUP; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats, docks, other SUPs, paddles or equipment; hypothermia; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; changing weather conditions; wildlife; negligence on the part of other participants or persons; remote locations where medical treatment or rescue may not be readily available in the event of accident or injury; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES.**

**Equipment:** I acknowledge I have been provided with and advised to wear an approved personal floatation device at all times. I agree not to permit any other person to use any equipment provided by the Releasees.

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