



**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

TO: PAÇANTIC, Paçantic Corp., Paçantic Risk Management Corporation, Her Majesty the Queen in the Right Province of British Columbia and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of who are hereinafter referred as "**the Releasees**")

DEFINITION

in this release agreement Sea Kayaking (hereinafter "**the 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: moving water; still water and ocean kayaking; rental of kayaks (hereinafter "**the Boats**") and other equipment; orientational and instructional clinics, courses, seminars, classes and sessions; and all travel, transport and accommodation.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the Boats; overturning of the Boats; loss of balance; impact, cold water immersion; repetitive strain injuries; dislocated shoulders; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; 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 PARTICIPATION IN THE 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 LOSS RESULTING THEREFROM.

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 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 any 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, BEACH 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;**

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 Activities;
3. This release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the vent of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to the Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the 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 Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into the 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 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 Participant

Signature of Witness

Participant's name printed clearly

Witness's name printed clearly

Signature of Guardian if
Participant is under age of majority

Guardian's clearly printed name