

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO SUE OR CLAIM COMPENSATION
FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY**

Initial

Name:

Phone:

Address: (street, city, Prov/ State, Country):

To: WILD WATER ADVENTURES (hereinafter referred to as “the Operator” and as the “Releasees”), and their respective directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assign, representatives and guests. HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA. (All of whom are hereinafter referred to as the “Releasees”)

DEFINITION

The releasees’ “White Water Activities” shall include all activities in any way related to the river rafting trip and all other recreational activities offered, including but not limited to: orientation and instruction sessions, transportation to and from the river base, travel to and from the river, loading and unloading of vehicles, rafts, boats and equipment, use of facilities either provided by or arranged by the releasees, equipment, clothing, food and beverage, water supply, rescue and first aid, backcountry travel and all travel by or movement around vehicles, helicopters all terrain vehicles and watercraft.

ASSUMPTION OF RISK

I understand the Releasee’s programs and activities involve intrinsic hazards, risks and dangers both known and unknown all of which cannot be listed here. Among the more obvious are:

1. Sudden violent and unexpected movement of the boat or raft.
2. Overturning or upsetting of rafts.
3. Falling out of the raft while on the river into water which may have long sections of continuous rapids.
4. Impact or collision with boating equipment, rafts, people, rocks, trees, logs, deadfall, manmade structures and debris.
5. Swimming in fast and shallow water: swallowing water due to waves and swimming.
6. Entrapment by trees, rocks, logs, debris or equipment.
7. Variation in the water levels, surfaces and currents.
8. Rapid and extreme changes in weather systems including lightening.
9. Possibility of Hypothermia due to exposure and very cold water.
10. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
11. Infectious disease which may be transmitted through direct or indirect contact.
12. Encounters with domestic and wild animals which have been known to maul, sometimes fatally.
13. Transport to and from the river on busy highways and remote unmaintained roads.
14. Travel alongside the river on steep slopes and terrain which may contain hazards, obstacles, rockfall and slippery or unstable rocks.
15. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF WHITEWATER AND WILDERNESS ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RIVER RAFTING AND FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WHITE WATER ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

Initial

WILD WATER ADVENTURES INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operator and the Releasees agreeing to my participation in the White water activities and permitting my use of their equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the “rafting 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 have in the future against **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 White water activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER’S LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO 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 THE WHITEWATER ACTIVITIES REFERRED TO ABOVE;**

- 2. I hereby agree to hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting in my participation in Whitewater activities.
- 3. I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assign and representatives may have against the releasees.
- 4. I am not relying on any oral or written statements made by the releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this activity on any basis other than my assumption of the risks involved.
- 5. 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.
- 6. 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 Alberta and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
- 7. I certify that I am physically capable and fit to participate in Whitewater activities.
- 8. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Whitewater activities.

PHOTO / VIDEO RELEASE – I consent to photographs taken by Wild Water Adventure Inc. that may be used without any requirement of payment or further consent by me, for the purpose of promotional, advertising or marketing purposes.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND AM AWARE THAT BY SIGNING IT 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 ____

Participant Signature:

Witness:

Print Name clearly:

For parents/ guardians of participants under the age of eighteen This is to certify that I as a parent / guardian, with legal responsibility for this participant do consent and agree to his / her release as provided above of all the releasees, and, for myself, my heirs, assigns, next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities to my minor’s involvement or participation in these programs above, even if arising from their negligence.

Parent / Guardian Signature: _____ Emergency Phone Number: _____