

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, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION

FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Guest Signature

Name:	Last:	First:
Address:	(Street, City, Prov/State, Country)	
Phone:	Emergency Phone:	

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, assigns, 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 many hazards, risks, and dangers both known and unknown all of which cannot be listed here. Among the more obvious are: travel in remote wilderness locations where assistance, medical and first aid services and evacuation may not be readily available and communication may be difficult or not be possible; accidents which occur during transportation or travel to and from the river or remote areas; slips, trips and falls; the overturning or upsetting of rafts, or other watercraft; sudden, violent and unexpected movement of watercraft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, watercraft, or raft equipment; encounters with domestic or wild animals including bears; high winds; equipment failure; variation in the water conditions, surfaces and currents; rock or mud slides; large or irregular waves; accidents involving hiking, swimming, walking on slippery surfaces, scrambling, climbing and backcountry travel; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and negligence of other participants in Wilderness Travel. Participants may become lost or separated from their guide or party. Communication on the river and wilderness locations is difficult, and in the event of an accident, readily available rescue and medical treatment may not be available.

I am also aware that there is a risk of NEGLIGENCE 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 WILDERNESS TRAVEL. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WILDERNESS TRAVEL AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Initial

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In consideration of the Operator and the Releasees agreeing to my participation in the whitewater rafting 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 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 whitewater 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 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 WHITEWATER ACTIVITIES;**

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. 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.
6. I certify that I am physically capable and fit to participate in whitewater activities.
7. 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.

Name (please print)		Date:	Signed this ____ day of _____ 20__
Signature:		Witness:	

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: _____