

**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!

This Release Agreement Shall Apply to All Future Participation in River Rafting

GUEST INITIAL

Last Name		First Name		Age
Email Address			Telephone	

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. HIS MAJESTY THE KING IN RIGHT OF CANADA, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ALBERTA, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA. (All of whom are hereinafter referred to as the "Releasees")

DEFINITION

In this release agreement the term "River Rafting" shall apply to 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, adverse weather conditions, lightning; 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 evacuation; and negligence of other participants in River Rafting. 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 RIVER RAFTING. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RIVER RAFTING AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**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!

This Release Agreement Shall Apply to All Future Participation in River Rafting

GUEST INITIAL

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RIVER RAFTING AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of the Operator and the Releasees agreeing to my participation in the River Rafting activities and permitting my use of their equipment, vehicles, parking and other river 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 River Rafting 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 RIVER RAFTING:**

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 in my participation in River Rafting;
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 as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of that province.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT 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.

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN RIVER RAFTING WITH THE RELEASEES.

Date	Signature of Parent or Guardian if Guest is under age 18		
Signature of Guest	Signature of Witness		
Print Name of Guest	Print Name of Witness		

Address	Street		
	City	Prov/State	Postal/Zip Code
Emergency Contact:		Emergency Contact#	