



**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!**

**To: Sue Ellen "Deedee" Pickell, Her Majesty the Queen in the Right of the Province of British Columbia** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees")

**DEFINITION**

In this Release Agreement the term "Kayaking" shall include all activities in any way related to kayaking; including, but not limited to, any orientation and instruction, transportation or travel to and from the shoreline launch site, loading and unloading of the kayaks, and all activities while on the water.

**ACKNOWLEDGEMENT – KAYAKING SAFETY**

I acknowledge that I have been advised to wear a lifejacket/PFD while kayaking. Instruction as to the proper use of the lifejacket/PFD is available from the guide. I am aware that the physical exertion required of kayaking and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with kayaking.

**ASSUMPTION OF RISKS**

I am aware that kayaking involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the water; overturning of the kayak; falling out of the kayak, impact or collision with rocks, trees, logs, deadfall, power boats, dinghies, boating equipment or other vessels; encounters with domestic or wild animals; negligence of other boaters and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF KAYAKING.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH KAYAKING 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 kayaking 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 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 Kayaking, 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 THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN KAYAKING 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 Kayaking;
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 where the Kayaking takes 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 Kayaking takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations, statements made by the Releasees with respect to the safety of participating in Kayaking, 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: \_\_\_\_\_

Print Name Clearly: \_\_\_\_\_

Signature of Parent or Guardian if Participant is between ages 14 – 18 (under age of majority)

\_\_\_\_\_  
(Have to sign in front of me after both parties providing ID)