

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!

*Initial – Participant
(or Parent/Guardian If
Participant under 19)*

Name of Participant	<i>Last</i>	<i>First</i>	<i>Middle Initial</i>
Address	<i>Street</i>	<i>Email Address</i>	
	<i>City</i>	<i>Prov./State</i>	<i>Country</i> <i>Postal/Zip Code</i>

TO: HELLO NATURE ADVENTURE TOURS and its partners, managers, employees, instructors, guides, agents, representatives, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION: In this Release Agreement, the term "the Activities" means all activities, events or services provided, arranged, organized, conducted or authorized by the Releasees including but not limited to: guided tours, still water kayaking, ocean kayaking, kayaking in surf or moving water, kayaking instructions, hiking, wilderness travel, swimming, camping, meals and accommodation, rental of kayaks and other equipment, orientation and instructional sessions, motorized or non-motorized travel and transport provided by or arranged by the Releasees, travel by or movement around motorized water vessels arranged by the Releasees, and other such activities, events and services in any way connected with or related to the Activities.

ASSUMPTION OF RISKS

I AM FULLY AWARE THAT the Activities involve many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to: slip and falls while getting into or out of the kayaks; falling off or out of the kayaks; overturning the kayaks; equipment failure; loss of balance; impact, collision with or entrapment by rocks, trees, logs, deadfall, other kayaks, water vessels or equipment; cold water and hypothermia; drowning; sharing waterways with motorized water vessels; changing and inclement weather and water conditions including storms, high wind, high waves, strong and unpredictable currents and lightning; walking on steep slopes and other uneven and hazardous terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected; wet and slippery surfaces including rocks, logs, docks and boat ramps; becoming lost or separated from one's guide, instructor or party; encounters with domestic or wild animals; accidents which occur during motorized water vessels transportation or travel; errors or negligence on the part of other participants; AND ERRORS OR NEGLIGENCE ON THE PART THE RELEASEES, 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 PARTICIPATING IN THE ACTIVITIES.

I AM FURTHER AWARE THAT:

1. Communication and access to medical and rescue services in the wilderness settings and remote terrain which is sometimes used for the Activities is difficult and in the event of an accident or illness, rescue, medical treatment and evacuation may be delayed or may not be readily available;
2. Any expenses associated with emergency evacuation, rescue, or medical treatment in any way connected with the Activities will be my own responsibility and will in no way be covered or refunded by the Releasees; and
3. Any motorized water vessel transportation or travel which may be arranged by the Releasees as part of or in any way connected with the Activities, is being provided by an independent motorized vessel operator unrelated to the Releasees and the Releasees make no representations or warranties whatsoever as to the safety, quality or reliability of such transportation or travel.

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, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

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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 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 the Activities, 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, R.S.B.C. 1996, Chapter 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss, expense or personal injury to any third party resulting from my participation in the Activities;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all emergency expenses related to first aid or medical treatment and/or evacuation of myself in the event of an accident, injury or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, or hospital care;
4. 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;
5. 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 of British Columbia and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia 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 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 IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Signature of Participant OR Parent or Guardian if Participant under 19

Please print name clearly

Witness

Please print name clearly