

Chilliwack River Rafting Adventures Ltd.

Name	Address
City	Province / State
Postal Code/ Zip Code	Country
E-mail address	Phone number
Date	Signature of Participant
Witness	Signature of Parent of Guardian if under 19 years

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

I agree to disclose to the Operator, any pre-existing physical injuries, conditions, symptoms or congenital defects, I warrant that I have not nor will not consume alcoholic beverages or any illegal substances prior to or during adventure activities. I agree to allow photographic images of myself to be used by the Operator for promotional purposes.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE OPERATOR** accepting me as a participant on this trip 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 Operator, and its directors, officers, employees, agents, guides, instructors, independent contractors, sub-contractors, representatives, successors and assigns (all of whom are hereinafter referred to as 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 **adventure 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, c.337, on the part of the releasees and further including the failure on the part of the releasees to safeguard of protect me from the risks, dangers and hazards of adventure activities referred to above;**
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 from my participation in **adventure activities;**
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. This Agreement and any right, 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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 on the water portion of adventure activities, resulting in injury or death.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Chilliwack River Rafting Adventures Ltd.

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Please Read Carefully

Please Initial:

To: Chilliwack River Rafting Adventures Ltd. And its affiliates 466512 BC limited (hereinafter referred to as “the Operator”)

Definition:

The adventure trips organized by the Operator involve a variety of whitewater and adventure activities. In this agreement, the term “**adventure activities**” shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Operator, including but not limited to: river rafting, kayaking, flat water canoeing and kayaking, swimming, fishing, cliff jumping, caving, biking, hiking, camping, campfire entertainment, all orientation and instructional sessions; and all travel by car, truck, bus, and river raft. A more complete description of the nature and scope of the adventure activities involved on these trips is available from the operator.

ACKNOWLEDGEMENT – RIVER RAFTING AND KAYAKING SAFETY

I acknowledge that I will be advised to wear a life jacket while river rafting and kayaking. Instructions as to the proper use of rafting and kayaking equipment, including life jackets and helmets is available from the guides. I am aware that the physical exertion required of river rafting and 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 river rafting or kayaking.

ASSUMPTION OF RISKS

I am aware that **adventure trips** involve various risks, dangers and hazards and the possibility of personal injury, death and loss of property. To a large extent, these risks, dangers and hazards derive from the challenging nature of the activities and the rugged, uncontrolled natural terrain in which these activities take place. These risks, dangers and hazards including but are not limited to: accidents which occur during the transportation or travel to the location where the trip takes place: capsizing or overturning of river rafts or kayaks, hypothermia due to exposure to very cold water: entrapment by trees, logs rocks, or equipment: falling from the raft or kayak into long sections of continuous rapids; impact with rocks, trees, logs, rafts or kayaks; accidents involving hiking, caving, cliff jumping camping and resort facilities including but not limited to: volleyball, games, sauna, showers and campfire entertainment. Weather conditions may be extreme and can change rapidly in a natural environment. In the event of an accident, rescue and medical treatment may not be immediately available. Further risks, dangers and hazards may arise through **negligence of other participants or negligence on the part of the Operator or its directors, officers, employee, agents, guides, instructors, representatives, independent contractors or sub-contractors, including the failure to safeguard or protect me from the various risks, dangers and hazards referred to above.** I acknowledge that these are only a few examples of the risks, dangers and hazards one may encounter during **adventure activities** with the Operator. Participants are encouraged to consult with the Operator, in order to gain and understanding of the risks, dangers and hazards associated with adventure activities.