

KOOTENAY RIVER RUNNERS 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!***

Name _____

Address _____

_____ Postal code

**TO: KOOTENAY RIVER RUNNERS LTD. (hereinafter referred to as "the OPERATOR") HER
MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter
referred to as "the PROVINCE")**

DEFINITION

In this agreement the term "**River Rafting Activities**" shall include all activities in any way related to the river rafting trip, including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles and rafts, and all activities while on the river.

ACKNOWLEDGEMENT - RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a lifejacket while river rafting. Instruction as the proper use of the life jacket and helmet is available from the guides. I am aware that the physical exertion required of river rafting 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.

ASSUMPTION OF RISKS

I am aware that River Rafting Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts; falling from the raft while on the river; impact or collision with rocks, trees, logs, deadfall power boats, rafts or other vessels, and rafting equipment; encounters with domestic or wild animals; negligence of other rafters and **NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES.** I am aware that the risks, dangers and hazards of river rafting contributes to the enjoyment and excitement of the sport. I **FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RIVER RAFTING ACTIVITIES 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 OPERATOR agreeing to my participation in the River Rafting Activities and permitting my use of its 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 OPERATOR AND THE PROVINCE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES** (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 River Rafting Activities, **DUE TO ANY CAUSE WHATSOEVER, 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 OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE RIVER RAFTING 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 River Rafting Activities;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

The Marine Liability Act: The Marine Liability Act, S.C. 2001, c.6, may limit the liability of Operators in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of River Rafting Activities, other than what is set forth in this agreement

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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 200

Signature of participant

Witness

Signature of parent or legal guardian if participant under 19 years of age.

Print name clearly
