

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT 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!**

INITIAL

**TO: COAST MOUNTAIN EXPEDITIONS** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "**the Releasees**")

**DEFINITION**

In this Release Agreement the term "**the Activities**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, still water and ocean canoeing and kayaking; paddle boarding; single and multi-day camping and kayak trips; rental of canoes, kayaks and paddle boards (hereinafter "the boats") and other equipment; use of safety equipment including personal floatation devices, helmets and wet suits; hiking; orientation and instructional courses, seminars and sessions; and all travel, transport and accommodation.

**ASSUMPTION OF RISKS**

I am aware that participating in the Activities involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slips, trips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; equipment failure; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals including cougars and bears; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; negligence on the part of other participants. I am also aware that camping, hiking and back country travel by foot or vehicle involve many risks, dangers and hazards, including, but not limited to steep slopes, undercut and eroded riverbanks, obstacles and hazards; terrain that may not have been travelled on before and that is not regularly patrolled; becoming lost or separated from the guide. Communication in remote areas may be difficult, and in the event of an accident or illness, rescue and medical treatment may not be available or may be delayed.

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 THE ACTIVITIES.**

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE 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 RELEASEES agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, 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, c. 337**, 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 THE ACTIVITIES;
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 the Activities;
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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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 UNDERSTAND 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.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Witness
Please print name of Witness clearly

Signature of Participant
Please print name of Participant clearly
Signature of Guardian if Participant is under age 19