

ADVENTURE ACTIVITIES WAIVER

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF
THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

First Name		Last Name		Date of Birth (dd/mmm/yyyy)	
Street			City		Prov.
Postal Code	Phone:		Email		

TO: Western Educational Adventures Incorporated, Western Educational Adventure Society and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

The term "Adventure Activities" includes all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: canoeing; white water canoeing, kayaking; white water kayaking; surfing; kayak surfing; rafting; stand-up paddle boarding; swimming; camping; fire building; knife skills, outdoor and indoor cooking; shelter building; forest survival skills; geocaching; navigation skills; hiking; backcountry travel; trail running; lake, creek and beach explorations; archery; orienteering; orientation and instruction sessions; all related accommodation, transportation or travel; loading and unloading of and transportation by vehicles, rafts, kayaks and canoes; and all related activities.

ASSUMPTION OF RISKS

I am aware that participating in Adventure Activities involves various risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river, lake or ocean; travel through mountainous or alpine terrain; slips, trips and falls; the overturning or upsetting of rafts, kayaks, canoes or other watercraft; sudden, violent and unexpected movement of the raft, kayak or canoe; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; exposure to temperature extremes or inclement weather; falling from the raft, kayaks, canoe or other watercraft into long sections of continuous rapids; variation in the water conditions, surfaces and currents; impact or collision with rocks, trees, logs, deadfall, or other vessels; encounters with domestic or wild animals; high winds; equipment failure; facial, eye and bodily injuries; miscellaneous health problems related to over-exposure to the sun; insect bites; fatigue, stress, dehydration, exertion and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and negligence, inattention or inexperience of other participants; becoming lost or separated from ones party; and **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 ADVENTURE ACTIVITIES.**

ACKNOWLEDGEMENT – WATER-BAED ADVENTURE ACTIVITIES SAFETY

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while participating in the Adventure Activities involving water and/or watercraft. Instruction as to the proper use of the personal floatation device and the helmet is available from the guides, instructors and/or technicians. I am aware that the Adventure Activities may involve sudden, violent and unexpected movement of the watercraft, as well as physical exertion which may result in injury or aggravation of previous 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 the Adventure Activities. I acknowledge that I am not, nor will I be under the influence of drugs or alcohol while participating in the Adventure Activities.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting me to participate in Adventure Activities, I hereby agree as follows:

- 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 resulting from any aspect 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 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 ADVENTURE ACTIVITIES;**
- 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;
- 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;
- 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
- 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 upon any oral or written representations or statements made by the Releasees with respect to the safety of participating in Adventure Activities other than what is set forth in this Release Agreement.

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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE ACTIVITIES.

Date (dd/mmm/yyyy) _____

Signature of Participant
Print Name of Participant

Signature of Witness
Print Name of Witness