

**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!

***THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE
PARTICIPATION IN ACTIVITIES THIS SEASON***

PARTICIPANT SIGNATURE

TO: West Coast Educational Adventures Ltd. (dba West Coast Canyoning) and its directors, officers, employees, independent contractors, guides, instructors, volunteers, affiliates, agents, representatives, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

PARTICIPANT LAST NAME	PARTICIPANT FIRST NAME	DATE OF BIRTH
ADDRESS		
CITY/TOWN	PROVINCE / STATE, COUNTRY	POSTAL / ZIP CODE
PHONE	EMAIL	

DEFINITION

"Canyoning Activities" (hereinafter **"Activities"**) means all activities, events, services and use of equipment and facilities, provided, arranged, organized or authorized by the Releasees, including but not limited to: mountaineering; rock climbing; hiking; rappelling; belaying; diving; swimming; backcountry travel; demonstrations, orientation, training and instructional sessions; transportation; accommodation; food, beverage, and water supply; all travel by or movement around helicopters or other vehicles; camping or overnight stays in the outdoors; and all other activities connected with or related to the Activities.

ASSUMPTION OF RISKS

I am aware that participating in **Activities** involves risks, dangers and hazards including the risk of head injury, paralysis and death. The risks, dangers and hazards also include, but are not limited to: travel on, through or beside streams, creeks, rivers, waterfalls, ponds and lakes; steep slopes, cliffs, undercut and eroded riverbanks; slips, trips and falls; cuts and abrasions; failure of climbing and rappelling equipment including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to climbing, rappelling and belaying; failing to climb, rappel or belay safely or within one's own ability; drowning; hypothermia due to exposure to very cold water; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, and lack of fitness; becoming lost or separated from the guide or instructor; encounters with domestic animals including dogs, and wildlife, including bears and cougars; negligence on the part of instructors, guides, other participants and other persons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid or evacuation following an accident; 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 ACTIVITIES.

Communication on the river and backcountry is difficult, and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, 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 allowing me to participate in Activities and permitting my use of their services, equipment and 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 any aspect of my participation in 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 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 ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in 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 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.

I CONFIRM I HAVE READ, UNDERSTAND AND AGREE TO THIS RELEASE AGREEMENT, AND AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS BY THE RELEASEES REGARDING SAFETY OTHER THAN WHAT IS SET FORTH HEREIN. I AM AWARE THAT BY SIGNING I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS UNDER AGE 19. Participants under 19 must be accompanied by a legal parent or guardian throughout all Activities. If signing on behalf of a minor, you confirm you are their legal parent or guardian, will accompany them during all Activities, consent to emergency medical treatment if required, and agree to INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any and all claims arising from the minor's participation.

Date Signed: _____

Signer's Name	Signature of Participant or Parent / Guardian
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