

**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: KOOTENAY RIVER RUNNERS LTD., PANORAMA MOUNTAIN VILLAGE INC. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns, and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (all of whom are hereinafter collectively referred to as the "Releasees").

Name	Last	First	Phone:
Address	Street	City	Prov/State
Country	Postal/Zip Code	Date of Birth	Age
Email			

List children under the age of 15

1. Name	Age	2. Name	Age
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DEFINITION

In this Release Agreement the term "**River Activities**" shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: whitewater rafting and the use of other watercraft; swimming; hiking; cliff jumping; camping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; all transportation or travel to and from the river; loading and unloading of vehicles, rafts; and all related activities.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while river rafting. Instruction as to the proper use of the helmet and the personal floatation device is available from the guides. I am aware that river rafting, kayaking and canoeing may involve sudden, violent and unexpected movement of the raft, 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 river rafting. I acknowledge that I am not, nor will I be under the influence of drugs or alcohol while participating in River Activities.

ASSUMPTION OF RISKS

I am aware that participation in River Activities involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river; slips, trips and falls; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other watercraft and equipment; encounters with domestic or wild animals; high winds or adverse weather conditions; equipment failure; variation in the water conditions, surfaces and currents; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and negligence of other participants. I am also aware 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 and risks associated with camp and forest fires. Communication on the river is difficult, and in the event of an accident, rescue and medical treatment may not be available. 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 RIVER ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RIVER 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 River Activities and permitting my use of their equipment, vehicles, parking 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 River 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 RIVER ACTIVITIES;**

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 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.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me and any children under the age of majority accompanying me being used for advertising, promotional or marketing purposes.

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 River Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant
Signature of Parent/Guardian if participant is under 15 years of age

Date
Witness