

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT
(hereinafter 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

TO: KOOTENAY RIVER RUNNERS LTD., PANORAMA MOUNTAIN VILLAGE INC., FAIRMONT HOT SPRINGS RESORT LTD. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns, and HIS MAJESTY THE KING 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

The term "River Activities" shall apply to all activities, events and 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; trail walking; backcountry travel; camping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instructional sessions; all transportation or travel to and from rivers or wilderness locations; loading, unloading and travel by or movement in and around vehicles, watercraft; picnicking and all related activities.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a helmet and personal floatation device while participating in River Activities. Instructions as to the proper use of the helmet and the personal floatation device are available from the guides. I am aware that river rafting 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 or conditions. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with River Activities. I acknowledge that I am not, nor will I be under the influence drugs or alcohol while participating in River Activities.

ASSUMPTION OF RISKS

I am aware that participating in River Activities involves many risks, dangers and hazards including but not limited to: travel in remote wilderness locations where assistance, medical and first aid services and rescue or evacuation may not be available and communication may be difficult or not be possible; 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, watercraft and equipment; encounters with domestic or wild animals; high winds or adverse weather conditions including camp or forest fires; equipment failure; variation in the water conditions, surfaces and currents; rock or mud slides; steep slopes, undercut or eroded river banks; accidents involving fishing, hiking, backpacking, walking on slippery surfaces and back country travel; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; participants may become lost or separated from their guide or party; and negligence of other participants in River Activities.

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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION, 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.

I confirm that I have reviewed the information set out at KOOTENAY RIVER RUNNERS and I acknowledge that 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 and KOOTENAY RIVER RUNNERS.

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