

## **Shuswap Water Tours Passenger Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement**

In consideration of being permitted by Shuswap Water Tours Inc. doing business as "SHUSWAP WATER TOURS", to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and forever discharge** Shuswap Water Tours, its agents, owners, members, shareholders, officers, directors, managers, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my child(ren), my parent(s), my heir(s), assign(s), personal representative(s) and estate as follows:

I acknowledge that my participation in the activities provided at SHUSWAP WATER TOURS lake cruise and water sport company entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things and without limitation:** exposure of participants to the risk of cuts and bruises, sprained or broken wrists and ankles, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including paralysis or death. Traveling lakeside raises the possibility of any manner of transportation accidents. Hiking, boating, water activities, swimming, is dangerous and can cause serious injury, and must be done at the participants own risk. Similar risks are also inherent in using the boating equipment, water and beach toys and all other attractions **and/or devices** present during tours and activities.

In any event, if you or your child is injured, you or your child may require medical assistance, at your own, sole expense. Furthermore, SHUSWAP WATER TOURS employees have difficult jobs to perform. They strive for the highest standards of safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that SHUSWAP WATER TOURS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

I expressly agree and promise to voluntarily accept and assume all of the risks existing in the activities present at SHUSWAP WATER TOURS. My participation in these activities is purely voluntary, and I elect to participate in spite of all known, and unknown risks.

**I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SHUSWAP WATER TOURS equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

Should SHUSWAP WATER TOURS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I certify that I and or my children have swimming lesson completion adequate for lake activities and adequate insurance to cover any injury or damage that I may cause or suffer while participating in the activities present at SHUSWAP WATER TOURS, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have, pre-existing or otherwise.

In the event that I file a lawsuit against SHUSWAP WATER TOURS for any reason, I agree to do so solely in the Provinces of Alberta or and I further agree that the substantive law of Alberta shall apply in that action without regard to the conflict of the law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate in SHUSWAP WATER TOURS activities, grant SHUSWAP WATER TOURS, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with SHUSWAP WATER TOURS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are the exclusive property of SHUSWAP WATER TOURS.

**If the participant is a minor, I agree that this Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Release.**

**If the participant is a minor, I further agree to defend, indemnify and hold harmless SHUSWAP WATER TOURS from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the gross negligence or willful misconduct of the party seeking indemnity.

I confirm that I have not consumed any alcohol, drugs, or participated in any other activity which might impair my ability to safely participate in the activity prior to or during the course of my partaking in any of the activities located at SHUSWAP WATER TOURS activities.

I confirm that I have had sufficient time to read and understand this Release in its entirety. I understand that this Release represents the entire agreement between myself and SHUSWAP WATER TOURS (and the RELEASED PARTIES), and is binding on myself and anyone claiming through or under me. I on my own behalf am executing this Release freely and voluntarily without any compulsion on the part of SHUSWAP WATER TOURS or any of the RELEASED PARTIES.

In consideration of not being required to sign a new copy of this RELEASE before each visit, I further agree that **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including all provisions of this Agreement.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in any of the SHUSWAP WATER TOURS activities, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against SHUSWAP WATER TOURS or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understood it, and I agree to be bound by its terms.**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_