

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

INITIAL

NAME:	AGE:	HEIGHT:	WEIGHT:
HOME ADDRESS IN FULL:			
LOCAL ADDRESS:	HOTEL:	ROOM#	
HOME TEL:	WORK TEL:		
DO YOU HAVE ANY MEDICAL OR DIETARY RESTRICTIONS? IF SO, PLEASE SPECIFY:			

**TO: WEST COAST RAFTING LTD. DBAC3 RAFTING. (hereinafter referred to as "the OPERATORS")**  
**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**  
**(hereinafter referred to as "the PROVINCE")**

This agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Operators, including, but not limited to: jet boating, river rafting, fishing, hiking, backpacking, back country travel, orientation and instruction sessions (hereinafter referred to as "the Activities").

I acknowledge that I have been advised to wear both a lifejacket and helmet while river rafting. Instruction as to the proper use of the lifejacket and helmet is available from the guides. I am aware that jet boating and river rafting may involve sudden, violent and unexpected movement of the boat or raft which may result in injury or aggravation of previous injuries to participants. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with jet boating or river rafting.

**ASSUMPTION OF RISKS**

I am aware that river rafting involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of the boat or raft; sudden, violent and unexpected movement of the boat or raft; falling from the boat or raft while on the river; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other participants in river rafting. I am also aware that fishing, hiking, back packing and back country travel involve many risks dangers and hazards, including, but not limited to: steep slopes in their natural state that may contain many obstacles and hazards' terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants in fishing, hiking, backpacking and back country travel. Communication in the back country terrain 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 OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPTAND FULLY ASSUME ALLRISKS, DANGERS AND HAZARDS ASSOCIATED WITH RIVER RAFTING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITYAGREEMENT**

In consideration of THE OPERATORS agreeing to my participation in the Activities and permitting my use of their equipment, vehicles, parking and facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE OPERATORS AND THE PROVINCE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as 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 the 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES;**

INITIAL

- 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 the Activities;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, events or services other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGALRIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**MUST BE SIGNED AND WITNESSED**

Dated at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_\_.

Passenger Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Sign in presence of Witness)

Witness Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**MINORS ONLY! IMPORTANT NOTICE:**

If any proposed passenger is under the age of nineteen years, the following must be executed prior to the commencement of the rafting tour by his or her parent or legal guardian, whether or not they accompany the minor on the trip. I have read the above Release of Liability and Assumption of Risk which has been executed by (complete name of minor under 19 years of age) and as parent or other legal guardian of said minor I agree to the signing thereof, and permit said minor to take a wilderness adventure trip offered by C3 Productions Inc./Spicy Sports Inc.

Dated at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_\_.

Passenger Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Sign in presence of Witness)

Relationship to Minor: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Signature: \_\_\_\_\_