

**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

PLEASE PRINT

NAME	LAST	FIRST	INITIAL
ADDRESS	STREET	CITY	PROV/STATE
COUNTRY	POSTAL CODE	DATE OF BIRTH	AGE
			WEIGHT

TO: WHISTLER RIVER ADVENTURES LTD., WHISTLER JET BOATING LTD., AND ALL ASSOCIATED BOOKING AGENTS (hereinafter referred to as "the OPERATORS")

DEFINITION

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, transportation to and from the river, loading and unloading of vehicles and rafts (hereinafter referred to as "the Activities").

ACKNOWLEDGEMENT - JET BOATING AND RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a lifejacket while jet boating and both a helmet and lifejacket while river rafting. Instruction as to the proper use of the helmet and lifejacket 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 jet boating and 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; entrapment by trees, logs, rocks, or equipment; hypothermia due to exposure to very cold water; falling from the boat or raft into long sections of continuous rapids; 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 boaters and rafters. I am also aware that fishing, hiking, backpacking 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. 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 ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE 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 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 ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS REPRESENTATIVES, SUCCESSORS AND ASSIGNS (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 REFERRED TO ABOVE.**

- 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. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
- 6. **PHOTO RELEASE** - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

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, 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 LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20 _____

Witness

Signature of participant
Please print name clearly
Signature or parent or guardian (if participant is under 19 years of age)