

**CANADIAN OUTBACK RAFTING CO. LTD.
RIVER RAFTING TRIP**

**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 CLEARLY

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Full Name	Age	Telephone	Email Address
<hr/>			
Home Address	City	Province/State	Postal Code/Zip Code

TO: CANADIAN OUTBACK RAFTING CO. LTD. (hereinafter referred to as “the OPERATOR”)

DEFINITION

In this agreement the term “River Rafting Activities” shall include all activities in any way related to the river rafting trip, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles and rafts, and all activities while on the river.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear 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 the physical exertion required of river rafting and the forces exerted on the body can activate or aggravate pre-existing physical 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.

ASSUMPTION OF RISKS

I am aware that River Rafting Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river: entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; the overturning or upsetting of rafts; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, rafts or other vessels, and rafting equipment; encounters with domestic or wild animals; negligence of other rafters and **NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, 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 INDEMNITY AGREEMENT

In consideration of THE OPERATOR agreeing to my participation in River Rafting Activities and permitting my use of its equipment, vehicles, parking and other rafting facilities, and for other good and valuable consideration, the recipient 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 OPERATOR 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 River Rafting 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 RIVER RAFTING ACTIVITIES REFERRED TO ABOVE;**

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2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property or personal injury to any third party resulting from my participation in River Rafting Activities;
3. This Agreement shall be effective and binding upon my heirs, next to 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; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

MARINE LIABILITY ACT

The Marine Liability Act, S.C. 2001, c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representations statements made by the Releasees with respect to the safety of River Rafting 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____. Signature of participant

Print name clearly

Witness

Signature of guardian
(for participants under 19 yrs of age)