



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

LAST NAME	FIRST NAME	DATE OF BIRTH d/mm/yyyy)
STREET / MAILING ADDRESS		
CITY/TOWN	PROVINCE/STATE	POSTAL CODE
TELEPHONE	EMAIL	

TO: SUNSHINE COAST KAYAKING LTD., MARINA HOTEL HOLDINGS LTD. DBA GIBSONS MARINA and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

- 1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.**
- 2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.**

DEFINITION

The term "**Activities**" shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: ocean, freshwater or whitewater kayaking, canoeing and paddle boarding; all orientation and instructional sessions; day tours; use of or travel by kayaks, canoes or paddle boards.

KAYAKING, CANOEING AND PADDLE BOARDING SAFETY

I acknowledge that I have been advised to wear a personal floatation device while participating in kayaking, canoeing or paddle boarding.

ASSUMPTION OF RISKS

I am aware that participating in the Activities involves many risks, dangers and hazards including but not limited to: slips, trips and falls; falling off kayaks, canoes or paddle boards; changing weather; high wind; lightning; impact or collision with other vessels or objects in the water, other watercraft, rocks, trees, logs, deadfall, docks or shore walls; strain on joints, neck or spine; overturning or upsetting of kayaks, canoes or paddle boards; entrapment by trees, logs, or equipment; drowning; hypothermia; exposure to water and sun; exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons and **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 USING THE EQUIPMENT OR PARTICIPATING IN THE ACTIVITIES.



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In consideration of being permitted to rent the Equipment and participate in the Activities, I hereby agree as follows:

1. I AGREE 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 damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337,** , in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of participating in the Activities;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
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.

I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Print name of User	Print name of Renter
Date	Signature of Technician

EQUIPMENT INFORMATION:
