

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as 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!

I AGREE (Initial)
SPECIMEN

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN ADVENTURE
ACTIVITIES FOR A PERIOD OF 12 MONTHS FROM THE DATE I SIGN IT, INCLUDING ALL ADVENTURE
ACTIVITIES BOOKED, SCHEDULED, AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF
SIGNING.

I AGREE (Initial)
SPECIMEN

I confirm: (i) I am the person listed as the Participant below, I am at least 18 years old, and I am
completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor listed
as the Participant below, and I am authorized to complete this Release Agreement on their behalf. I
understand the Releasees are relying on this confirmation, as well as my accurate completion of, and
unconditional agreement with, this Release Agreement in agreeing to allow me to participate in
Adventure Activities.

I AGREE (Initial)
SPECIMEN

Participant	LAST		FIRST		DATE OF BIRTH
Address	STREET			CITY	PROVINCE/STATE
	COUNTRY	POSTAL/ZIP CODE	EMAIL		

TO: APEX RAFTING COMPANY LTD., O/A APEX RAFTING, HIS MAJESTY THE KING IN RIGHT OF
BRITISH COLUMBIA, and each of their respective directors, officers, employees, instructors, guides,
supervising guides, apprentice guides, volunteers, agents, independent contractors, contractors,
subcontractors, representatives, successors, assigns, and other guests and participants (all of whom are
hereinafter collectively referred to as "the Releasees")

DEFINITIONS

In this Release Agreement, the term "Adventure Activities" shall include but is not limited to all activities in
any way related to a river rafting trip, kayaking trip, or canoeing trip, use of equipment either rented or loaned,
including a PFD and helmet, and all activities, services and use of facilities either provided, arranged or
organized by the Releasees, including, but not limited to, orientation and instructional sessions or classes,
demonstrations, courses, transportation, food, beverage and water supply, loading and unloading of vehicles and
watercraft, and camping or overnight stays in the outdoors, backpacking, fishing, hiking, swimming, and
backcountry travel, and all other activities and services in any way connected with or related to the Adventure
Activities. The term "watercraft" includes boats, rafts, kayaks, canoes, and all other vessels that travel on the
water.

The term "negligence" includes the failure by the Releasees to use such care as a reasonably prudent and
careful river guide or instructor would use under similar circumstances, or breach of any other duty of care
imposed by law.

ASSUMPTION OF RISKS – WATER CONDITIONS, ALPINE TERRAIN, WILDERNESS TRAVEL,
WEATHER, ETC.

I am aware that participating in Adventure Activities will expose me to many risks, dangers and hazards that could
result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third
parties. The risk, dangers and hazards of participating in Adventure Activities may include, but are not limited to:
uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; accidents that occur
during transportation or travel to and from the river; strong and unpredictable rapids or currents; the overturning or
capsizing of watercraft; falling out of or being ejected from the watercraft; becoming separated from the watercraft;
sudden violent and unexpected movement of the watercraft; entrapment in or under water by the watercraft, trees,
logs, rocks, equipment, or other objects; hypothermia due to exposure to very cold water; variable or unknown
water depths; drowning; falling from the watercraft into long sections of continuous rapids; impact or collision with
paddles, rocks, trees, logs, deadfall, other watercraft, other persons and other objects above or below the water
surface; inexperience paddling or maneuvering a watercraft; encounters with domestic or wild animals;
encounters with dangerous or poisonous flora and fauna; equipment failure, including a PDF or helmet; variation
in the water conditions, surfaces and currents; strain or injury from lifting or moving a watercraft or repetitive
paddling; exposure to contaminated water; rapid and extreme changes in weather conditions; lightening; high
winds; effects of exposure to hot weather, including heat exhaustion, heat stroke, sun burn and dehydration;
incomplete or inaccurate instructions or directions; negligent first aid or rescue services; slips, trips and falls;
infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through
direct or indirect contact; negligence, inattention or inexperience of other persons, including other participants;
steep slopes in their natural state that may contain many obstacles and hazards; becoming lost or separated from
the guide or party; rock slides; injury to eyes, face, hands and other body parts due to contract with or impaling on
hooks or fragments from fishing rods; travel over extreme, mountainous or alpine terrain where fallen timber,
branches, rocks, roots, logs, loose gravel, holes, or other obstacles or hazards, steep slopes or unstable ground
may cause slips and falls at level or from heights; witnessing or being involved in a traumatic or upsetting incident;
and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES
INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 PARTICIPATING IN ADVENTURE ACTIVITIES.

Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by foot or water difficult or dangerous.

ACKNOWLEDGEMENT – WATER SAFETY

I acknowledge that I have been advised to wear a helmet and personal flotation device (PFD) while participating in river rafting and that I have been advised to wear a PFD while participating in other watercraft activities. Instruction as the proper use of the helmet and PFD is available from the guides. I am aware that the physical exertion required to participate in Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I agree that I am not and will not be under the influence of drugs or alcohol while participating in Adventure Activities.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ADVENTURE ACTIVITIES, AND I AGREE I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I FURTHER AGREE MY PARTICIPATION IN ADVENTURE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.	I AGREE (Initial) SPECIMEN
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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Adventure Activities and permitting my use of its equipment, transportation, parking and other facilities (hereinafter referred to as the “Facilities”), I hereby agree as follows:

1. 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 loss, damage, expense or injury including death that I may suffer, or that my heirs, next of kin, executors, administrators and representatives may suffer, as a result of my participation in Adventure Activities or use of the Facilities, 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. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 PARTICIPATING IN ADVENTURE ACTIVITIES;	I AGREE (Initial) SPECIMEN
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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 Adventure Activities or use of the Facilities;

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;

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; and

6. I consent to signing this Release Agreement electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement. I further agree that, if any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties’ intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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

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

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Adventure Activities and I confirm I have reviewed the risks, dangers, and hazards with the minor participant. I further agree it is my responsibility to supervise the minor’s participation in Adventure Activities. I FURTHER CONFIRM THE MINOR PARTICIPANT WEIGHS AT LEAST 50 LB (22.7 KG).

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated this _____ day _____ 20____

Signature of Participant (or parent/legal guardian if Participant is under 18) SPECIMEN	Print Name of Participant (or parent/legal guardian if Participant is under 18)
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