

APEX RAFTING COMPANY LTD.

**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

First name	Last name	Date of Birth
Street	City	Province/State
Country	Postal Code	Email Address

TO: APEX RAFTING COMPANY LTD.; HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA; and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, and assigns (collectively referred to as “the Releasees”)

DEFINITION

In this agreement the term “River Rafting Activities” shall include but is not limited to all activities in any way related to the river rafting trips, kayaking, or canoeing and all activities, services, and use of facilities either provided, arranged, or organized by the Releasees, including, but not limited to, orientation and instruction sessions or classes, transportation, food and beverage, loading and unloading of vehicles, rafts and boats, camping, backpacking, fishing, hiking, and backcountry travel.

In this agreement, the term “negligence” includes the failure by the Releasees to use such care as a reasonably prudent and careful river guide or instructors would use under similar circumstances, or breach of any other duty of care imposed by law.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a helmet and personal flotation device while participating in River Rafting Activities. Instruction as the proper use of the helmet and personal flotation device is available from the guides. I am aware that the physical exertion required to participate in River Rafting Activities 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. I agree that I am not nor will be under the influence of drugs or alcohol while participating in River Rafting Activities.

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; the overturning or upsetting of rafts or boats; 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, other persons and other boating equipment; encounters with domestic or wild animals or poisonous flora; high winds; equipment failure; variation in the water conditions, surfaces and currents; negligence of other persons; and infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact. I am also aware that fishing, hiking, backpacking, camping and backcountry 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 backcountry 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 RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES.** I am aware that the risks, dangers and hazards of river rafting contribute to the enjoyment and excitement of the sport. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RIVER RAFTING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, and PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** agreeing to my participation in the River Rafting Activities and permitting my use of its equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the "rafting 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 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 or use of the rafting 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 FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE RIVER RAFTING 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 River Rafting Activities or use of the rafting facilities;
- 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 or incapacity;
- 4. That 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 solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
- 6. To permit photographs, videos, and movies of my participation in THE ACTIVITIES to be taken and then used for promotional purposes.

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 Agreement I am not relying on any oral or written representations or 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 _____, _____

Signature of participant
Print name clearly
Witness
Signature of Parent or legal Guardian