

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

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

PLEASE READ CAREFULLY!

INITIAL

TO: 603220 Alberta Ltd. dba HYDRA RIVER GUIDES and Big Splashes Rafting Ltd. 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").

Name	Last	First	
Address	Street	City	Prov/State
Country	Postal/Zip Code	Date of Birth	Age

DEFINITION

The term "**WHITEWATER RAFTING**" shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: whitewater rafting; swimming; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instructional sessions; all transportation and travel to and from rivers or wilderness locations; loading, unloading and travel by or movement in or around vehicles, watercraft; and all related activities.

ACKNOWLEDGEMENT – RIVER TRAVEL SAFETY

I acknowledge that I have been advised to wear a helmet and a personal floatation device while participating in Whitewater Rafting. Instructions as to the proper use of the helmet and the personal floatation device are available from the guides. Any questions regarding the equipment provided can be answered by the guides. I am aware that Whitewater Rafting may involve sudden, violent and unexpected movement of the raft which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice and not participate in Whitewater Rafting if I know or suspect that my physical condition may be incompatible with Whitewater Rafting. I acknowledge I will not be under the influence of non-prescription drugs or alcohol while participating in Whitewater Rafting.

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ASSUMPTION OF RISKS

I am aware that participating in Whitewater Rafting involves many risks, dangers and hazards including but not limited to: travel in remote wilderness locations where assistance, medical and first aid services and evacuation may not be readily available and communication may be difficult or not be possible; accidents which occur during transportation or travel to and from the river or remote areas; slips, trips and falls; the overturning or upsetting of rafts or other watercraft; sudden, violent and unexpected movement of watercraft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, watercraft, or raft equipment; encounters with domestic or wild animals including bears; high winds; equipment failure; variation in the water conditions, surfaces and currents; rock or mud slides; accidents involving walking on slippery surfaces; miscellaneous health problems related to over-exposure to water, the sun, insect bites,

HYDRA RIVER GUIDES 603220 ALBERTA LTD

fatigue, stress, dehydration, exertion, and lack of fitness; negligent first aid; and negligence of other participants in Whitewater Rafting. Participants may become lost or separated from their guide or party.

I am also aware that there is a risk of **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 PARTICIPATING IN WHITEWATER RAFTING. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WHITEWATER RAFTING 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 Releasees agreeing to my participation in Whitewater Rafting and permitting my use of their equipment, vehicles, parking and other 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 next of kin may suffer, as a result of my participation in Whitewater Rafting **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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION, 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 PARTICIPATING IN WHITEWATER RAFTING;**

- 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 Whitewater Rafting;
- 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 Alberta and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I acknowledge that 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 Whitewater Rafting, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant
Signature of Parent/Guardian if under 19 years of age

Date
Signature of Witness