



ELK BAY ADVENTURES
2193 Caledonia Avenue,
Nanaimo BC V9X 1R3

Elk Bay Adventures RELEASE OF LIABILITY AGREEMENT

As is standard in the adventure tourism industry in North America, you will be required to sign a release of liability agreement prior to participating in any of our adventure or expedition tours.

Below is the wording of our current agreement.

**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.**

Name of Participant:	<input type="text"/>	Date of Birth:	<input type="text"/>
Home Address:	<input type="text"/>		
City:	<input type="text"/>	Postal Code:	<input type="text"/>
Telephone (Home):	<input type="text"/>	Telephone (Cell):	<input type="text"/>
Email Address:	<input type="text"/>		

DEFINITION:

In this agreement the term “Elk Bay Adventures” shall include all activities in any way related to the camping, caving, hiking, canoeing, climbing and rappelling trips, but not limited to, orientation and instruction sessions, transportation or travel to and from the activity location, river, lake, cave, mountain or crag, loading and unloading of vehicles, canoes, camping, backpacking, hiking, swimming, backcountry travel and all recreational activities offered (hereinafter referred to as “The Activities”).

ACKNOWLEDGEMENT - ACTIVITY SAFETY

I acknowledge that I have been advised to wear the appropriate safety equipment including a helmet and personal flotation device as per the equipment list for each activity. A copy of the signed equipment list will be held with this agreement on file. Instruction in the proper use of the helmet and personal flotation device is available from the guides. I am aware that the physical exertion required for the 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 the Activity. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in these activities.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the Activity; the overturning or upsetting of canoes; sudden violent or unexpected movement of the canoe; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; falling from the canoe into long sections of water; impact or collision with rocks, trees, logs, deadfall, other canoes; encounters with domestic or wild animals; high winds; equipment failure; variation in water and environmental conditions and negligence of other participants. I am also aware that fishing, hiking, backpacking, camping and backcountry travel may 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.

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I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE 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 OPERATORS agreeing to my participation in the Activities and permitting my use of its equipment, vehicles, parking and other facilities (hereinafter referred to as “the 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 future have against THE OPERATORS AND THE PROVINCE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS AND REPRESENTATIVES (all of whom are hereby referred to as “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 participating in 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***, 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 THE ACTIVITIES REFERRED TO ABOVE;
2. **TO HOLD HARMLESS AND INDENIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
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;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.
6. **PHOTO RELEASE** - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.



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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 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, MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2017

Print Participant Name

Witness

Participant Signature

Parent or Legal Guardian