

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL  
RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT**

**PLEASE READ  
CAREFULLY!**

SIGNATURE OF PARTICIPANT

**TO: Blackwater Paddlers Club and;**

**Recreational Canoeing Association of British Columbia, member clubs, board, officers, employees, instructors, leaders, guides, coaches, volunteers, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, assigns, agents and servants and Her Majesty the Queen in the Right of the Province of British Columbia (all hereinafter referred to as "the Releasees")**

**DEFINITION OF PADDLING AND WILDERNESS ACTIVITIES**

In this Release Agreement, the term "Paddling and Wilderness Activities" shall include but is not limited to: canoeing, kayaking, stand-up paddle boarding, camping, hiking and all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, lake water, river and ocean paddling; rental or use of canoes, kayaks, and standup paddleboards (hereinafter "the boats") and other equipment; orientation and instructional sessions or courses, seminars and clinics, races; and all travel, accommodation, food and beverage, and water supply, transport and accommodation, and camping or overnight stays in the outdoors.

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID <sup>(SEP)</sup>**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**ASSUMPTION OF RISKS – PADDLING ACTIVITIES, WILDERNESS TRAVEL, WEATHER <sup>(SEP)</sup>**

I am aware that the Paddling and Wilderness Activities involve many risks, dangers and hazards including, but not limited to: accidents during transportation and carrying of boats; slips and falls; overturning of boats; collision with or entrapment by trees, logs, rocks, boats or equipment; fast and powerful water surfaces and currents, drowning; hypothermia due to exposure to very cold water, hyperthermia; inclement weather or rapid and extreme changes: storms, flooding, high wind, high waves, and lightning; negligence on the part of other participants and boaters; equipment failure; infection by pathogens and illnesses including, but not limited to, viruses and bacteria.

I am also aware that fishing, hiking, backpacking, camping and backcountry travel include many additional risks, dangers and hazards, including but not limited to: use of stoves, axes and saws; building and maintenance of campfires; rough terrain that is not regularly patrolled or inspected; becoming lost or separated from the party; encounters with dangerous animals or poisonous flora and fauna; rock slides; and that communication in the backcountry terrain is difficult, and in the event of an accident rescue and medical treatment may not be available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PADDLING AND WILDERNESS ACTIVITIES INCLUDING NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE PADDLING AND WILDERNESS ACTIVITIES AND 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.

**Initial**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES agreeing to my participation in the Paddling and Wilderness Activities and permitting my use of their services, equipment and other 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 LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER OR THAT MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIOPATION IN THE PADDLING AND WILDERNESS 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 PARTICIPATING IN THE PADDLING AND WILDERNESS ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage: loss or personal injury to any third party resulting from my participation in the Wilderness Activities:

**Initial**

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 the province or territories where the Paddling and Wilderness Activities take place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 the Paddling and Wilderness Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is 18 yrs or younger