KUMSHEEN RAFT ADVENTURES 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!

Please Print

First Name		Last Name	
Address		City	
Province/State/Country		Postal /Zip Code	

Email_____ Where did you hear about Kumsheen Raft Adventures Ltd? _____

Phone (Home)_____ Phone (Work)_____ Circle Age: teens, 20's, 30's, 40's, 50's, 60's, 60+

Date of THE ACTIVITY_____ Name of THE ACTIVITY_____

TO: KUMSHEEN RAFT ADVENTURES LTD. (hereinafter referred to as "the OPERATOR"),

DEFINITION

In this agreement the term "THE ACTIVITIES" shall refer to and include River Rafting Activities, Resort Activities, and Adventure Activities. The term **River Rafting Activities"** shall include all activities in any way related to the river rafting trip, including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles and rafts, and all activities while on the river. **Resort Activities** shall include all activities in any way related to the resort including, but not limited to, camping, dining, volleyball, hiking, ropes course, tetherball, basketball, disc golf, horseshoes, hot tub, swimming pool, and all other resort and off-site activities. **Adventure Activities** shall include all activities in any way related to but not limited to kayaking, mountain biking, rock climbing, rappelling, sturgeon fishing, swimming, lake fishing, gold panning, games, campouts.

ACKNOWLEDGMENT

I acknowledge that I am aware that the physical exertion required of **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 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 river or location of the activity; the overturning or upsetting of rafts and kayaks; falling from the craft while on the river; impact or collision with rocks, trees, rafts, bikes, automobiles; falling while climbing; falling while riding; negligence of other rafters and participants and **NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES, RESORT ACTIVITIES, AND ADVENTURE ACTIVITIES.** I am aware that the risks, dangers and hazards of activities contributes to the enjoyment and excitement associated with 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 OPERATOR agreeing to my participation in **THE ACTIVITIES** and permitting my use of its equipment, facilities, vehicles, 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 OPERATOR, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (all of whom are hereinafter referred to as 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 THE 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**, R.S.B.C. 1996, C 337, 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 INDEMNIFY 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;
5. That any litigation involving the parties to this Agreement shall be brought within 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.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasee with respect to the safety of THE 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_____, 200____

Witness

Signature of participant

Signature of parent or guardian if under 18

Date of birth of minor _____

Ticket # _____