

TO: Mad Max Rentals (also DBA AS GRIFFIN LAKE CABINS), Revelstoke, B.C., (hereinafter collectively referred to as "THE OPERATORS") AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as "THE PROVINCE")

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 Here:
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DEFINITIONS

In this agreement the term "canoeing" shall include the term "canoe" and shall include all activities, services and use of facilities either provided by or arranged by the Operators or in any way related to canoeing including, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to canoeing; embarking or disembarking the canoe.

ASSUMPTION OF RISKS - EXTREMELY COLD WATER, WIND, CURRENTS, COLLISION, WEATHER ETC.

I am aware that CANOEING involves risks and dangers and I acknowledge and accept that the Operators and their staff may fail to predict whether the lake is safe for canoeing. The lake used for CANOEING is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: extremely cold water, winds; currents, submerged tree stumps; other watercraft; rocks; boulders; forest deadfall; the failure to canoe safely or within one's own ability or within designated areas; negligence of other canoers; and NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CANOEING. Canoers may become lost or separated from their party. Communication on the lake is difficult and in the event of an accident, rescue and medical treatment may not be available. The weather conditions may be extreme and can change rapidly and without warning, making travel by canoe very dangerous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CANOEING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF DROWNING, PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I UNDERSTAND THAT IF I CANOE WITHOUT PROPERLY WEARING A GOVERNMENT APPROVED PERSONAL FLOTATION DEVICE (also known as a LIFE JACKET), THOSE RISK LEVELS INCREASE SUBSTANTIALLY AND ARE ASSUMED BY ME.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS and THE PROVINCE allowing me to participate in CANOEING, 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 have in the future against THE OPERATORS and THE PROVINCE and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively 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 CANOEING, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CANOEING 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 CANOEING;
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. 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; and
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.

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 canoes or canoeing activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE 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.

Print Name:	Signature:
Street address:	Witness:
City:	
Country:	Signed this ____ day of _____, 2018

I also declare that I am also the legal guardian of the following named children, and sign this agreement on his or her behalf.	
Print child name:	Guardian Signature:
Print child name:	Guardian Signature:
Print child name:	Guardian Signature:
Print child name:	Guardian Signature:
Print child name:	Guardian Signature