

ADVENTURE ACTIVITIES

**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!

INITIAL

First Name:	Last Name:	Middle Initial:	Age:
Address:	City:	Prov / State:	Zip / Postal :
Country:	Tel # :	Drivers License Origin :	
Whistler Hotel/Residence:	Email:		
List Children under 16			
1.Name:	Age:	2. Name:	Age:
3.Name:	Age:	4. Name:	Age:

TO:

"Sylvan Seadoos Toys Rentals" and their parent companies, subsidiaries, affiliates, respective directors, officers, employees, guides, sales agents, affiliates, independent contractors, subcontractors, representatives, shareholders, successors and assigns other guests (all of whom to be herein collectively referred to as the "Releasees").

DEFINITION:

In this Release Agreement, (hereinafter any "Water Activities") shall include, but not be limited to: all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees; all events or services provided, arranged, organized, conducted, sponsored or authorized by the OPERATORS and shall include, but is not limited to: the use, operation and rental of all of their speed-boats, seadoos kayaks, canoes, kneeboards, paddleboats, water-skis, inflatable tubes and their other Inflatable miscellaneous toys and any other use of their property including their lifejackets, paddles & other miscellaneous equipment.

STATEMENT OF RISKS:

There are significant elements of risk in any adventure, sport or activity associated with water sports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "activity").

Although we have taken responsible steps to provide you with appropriate equipment and or skilled staff so that you can enjoy the activity for which you may not be skilled,

THE ACTIVITY IS NOT WITHOUT RISK:

Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, cause accidental injury, illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

The physical exertion required of adventure activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries or conditions. I have been advised to obtain medical advice if I know or suspect that my physical condition may be incompatible with adventure activities.

PHOTO AND VIDEO RELEASE:

I consent to having photos or videos taken of me while participating in adventure activities and to the publication of the photos and videos by the Releasees for advertising, marketing and promotional purposes.

INITIAL ASSUMPTION OF RISKS:

I am aware that all water sports and adventure activities involve risks, dangers and hazards including, but not limited to: changing weather conditions and visibility; mechanical failure of the equipment; difficulty or inability to control one's speed, direction, stopping distances and turning radius; variation in terrain; loss of balance; rolling or flipping the vehicles; variation or changes in the riding surface including large waves, earth, seaweed, mud pits and other natural objects; travel through or over lakes, equipment, structures or objects; collision with other water type of vessels, exposed rock, forest deadfall or other natural or man-made objects; swimming, drowning, hypothermia, slipping on or around boat surfaces or docks, failing to act safely or within one's own ability or stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.

The lake's terrain used for adventure activities may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain which is sometimes used for adventure activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in adventure activities and permitting my use of their property, terrain, equipment and other facilities (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 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 adventure 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 INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE 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 adventure activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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 Alberta and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

Releasees with respect to the safety of adventure activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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Signed this _____ day of _____, 20 ____

CWA Witness sign & print name:

Sign: _____ Print: _____

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED AND SIGNED, AND WITNESSED BY US PRIOR TO PARTICIPATING WITH US

Signature of participant

Print Name

Signature of parent or guardian if under 19