

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

ORGANIZATION NAME: B & C Okanagan Adventures and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement the term "Fishing" shall include all activities in any way related to Fishing including, but is not limited to, orientation and instruction sessions, transportation or travel to and from the Fishing, loading and unloading of vehicles and boats, and all activities while on or in the water.

SAFETY

I acknowledge that I have been advised to wear personal floatation device and appropriate protective gear while Fishing. I am familiar with the proper use of the Equipment, including how to self-rescue, and of the water environment including tides, currents and weather effects. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that Fishing involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the Fishing; impact, collision with rocks, trees, logs, deadfall, boats, rafts, equipment or other vessels; drowning; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals and fish; failure of the Equipment; failure to operate the Equipment safely or within one's own ability; negligence on the part of other participants; and 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 FISHING OR MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FISHING 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Fishing 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 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 Fishing or use of the Equipment, 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 ACTIVITIES REFERRED TO ABOVE; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

- 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 Fishing or use of the Equipment;
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 territory where the Fishing takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the Fishing takes place and shall be within the exclusive jurisdiction of the Courts of that province or territory.

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 Fishing or use of the Equipment, 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__.

Signature of Witness

Print Name

Signature of Participant

Print Name

Signature of Guardian if Participant is under age of majority