

**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!

TO: Pedals & Paddles Adventure Sports, Sechelt Inlet Zodiac Tours, Her Majesty the Queen in right of the Province of British Columbia, and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom hereinafter referred to "The Releasees")

Definition: In this Release Agreement, the term "the Activities" means all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: kayaking, stand-up paddle boarding, zodiac boat rides, rental of kayaks, canoes and stand-up paddle boards (hereinafter called "the boats") and other equipment; orientation and instructional courses, seminars and sessions; and all travel, transport and accommodation and other such activities, events and services in any way connected with or related to the Activities.

Assumption of Risks: I am aware that the Activities involve many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the boats; falling off the boats; overturning out of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and NEGLIGENCE ON THE PART OF 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 ACTIVITIES. Communication in the remote terrain which is sometimes used for the 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 THE 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 THERE FROM

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL
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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the 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 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 STATUARY 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 MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITES.

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL
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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the Activities;

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 the 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 Release 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

6. I acknowledge that I am personally and financially responsible to return all equipment in same condition and on time.

In entering into this Release Agreement I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Name (print clearly)	Date of Birth (dd/mm/yy)	Signature	Current Date (dd/mm/yy)	Witness
1. _____	____/____/____	_____	____/____/____	_____
2. _____	____/____/____	_____	____/____/____	_____
3. _____	____/____/____	_____	____/____/____	_____
4. _____	____/____/____	_____	____/____/____	_____
5. _____	____/____/____	_____	____/____/____	_____



Pedals & Paddles Adventure Sports
7425 Sechart Inlet Road
604-885-6440

Name: _____ Cell: _____

Departure Date _____ Date Back _____

Departure Time: _____ Time Due In: _____

Emergency Contact Information:

Name: _____ Name: _____

Cell: _____ Cell: _____

Relation: _____ Relation: _____

Equipment Rented Paid: Cash / CC/D / GC / Exfer

Equipment Rented	Paid: Cash / CC/D / GC / Exfer

Extra Gear / Group Notes

Acknowledgements

- I will call or text Pedals & Paddles at 604-885-6440 (number on Map) within 30 minutes of the "Time due in" or I understand that Search and Rescue will be called on my behalf after an hour past "Time due in". I understand these are volunteers and I will consider a donation if they are called on my behalf. Once called I will communicate at least every 30 minutes to update our situation.

Initial

- I understand that cell coverage throughout Sechart Inlet is not 100% and that coverage varies among cellular providers. I also understand that Pedals & Paddles will have to call in Search and Rescue if we are beyond an hour past our "Time Due In" and are unable to communicate our situation and location.

Initial

- I understand the wind can come up unexpectedly and this does not immediately constitute an emergency. (but an inconvenience). I understand that I can bring my group to shore and wait out the wind; I will then attempt to contact Pedals & Paddles to inform them of our position and situation. If I request a pickup that is not related to an emergency, I understand there will be a charge, as listed below:

Minimum Prices for pick up (for 4 or less people)

Tuweanek Beach: **\$150**

Oyster Beach: **\$175**

Nine Mile Beach: **\$200**

Kunichin Point: **\$275**

Halfway Beach: **\$275**

Initial