

## Release of Liability, Waiver of Claims, Assumptions of Risk, & Indemnity Agreement

**Warning: Read This Entire Agreement Carefully Before Signing**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENTS** have held up in Canadian courts. By signing this document you are assuming physical, financial, and legal risks and that you will waive or give up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured, incapacitated, or killed while participating on a Pacific Northwest Expeditions trip activity. Understand clearly that wilderness and marine trip activities have inherent risks.

<b>Name</b>	Last	First	Middle Initial(s)
<b>Home Address</b>	Street		
	City		Prov./State
	Country		Postal/Zip Code
<b>Date of Birth</b>	Year	Month	Day
<b>Trip Dates</b>	Year	Month	Day
			<b>Age</b>
		<b>to</b>	Day

**To:** PACIFIC NORTHWEST EXPEDITIONS LTD, (“PNE”)HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**").

### Definition

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnifying Agreement is hereinafter referred to as the “**Agreement**” In this Agreement, the term “**trip activities**” shall include but is not limited to: sea kayak touring, sea kayaking instruction, Mothership sea kayaking tours, lodge-based sea kayaking tours, hiking, camping, swimming, marine based tours, exploring, and all activities, services, use of facilities, and use of any water craft either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, and all travel by or movement around water taxis, motorized or non-motorized water vessels, helicopters, other aircraft, or other vehicles.

### 1. Assumption of Risks

I agree that PNE will not permit me to participate in any trip activities unless I sign this Agreement; and that this Agreement applies to any PNE trip activity whether occurring in the near future, or distant future, and that the terms of the Agreement need not be brought to my attention each time I participate in any trip activities in order to be effective; I understand that trip activities exposes participants to known and unanticipated risks, dangers, and hazards, which could result in damage or loss to my own or other’s property, serious physical or emotional injury, paralysis, death, or drowning.

I understand risks are inherent in the very nature of trip activities and simply cannot be eliminated without jeopardizing the essential qualities of the activity. I am aware that the risks may include, but are not limited to the following;

- 1.1)** loss or damage to personal property;
- 1.2)** coastal marine weather conditions may be extreme and can change rapidly and without warning resulting in sudden changes in sea conditions which could cause sea kayaks to capsize;
- 1.3)** sudden changes or variations in weather conditions, including precipitation, wind, lightening, fog, and excessive heat that can greatly reduce visibility, or cause difficult and physically demanding paddling conditions, limit the amount of time spent paddling each day, cause delays to the start of a trip, or prevent the return to point of embarkation as scheduled;
- 1.4)** personal injury or property damage caused by collisions with other trip participants, other kayaks, other watercraft motorized and non-motorized, and manmade or natural objects, such as rocks or reefs, driftwood, docks, piers, buoys and other floating debris;

- 1.5)** immersion in cold water;
- 1.6)** falling or capsizing into the water (intentionally or unintentionally) including when entering or exiting the kayaks;
- 1.7)** hypothermia due to cold water immersion;
- 1.8)** personal injury or property damage caused by falling objects such as rocks from overhanging shore areas, falling trees or branches, instability of driftwood logs on beaches or around camps;
- 1.9)** exposure to challenging walking conditions along shorelines, around camp, or on hiking trails due to uneven or steep terrain, including mud, slippery logs, or rocks, marine life such as barnacles, sea urchins and seaweeds;
- 1.10)** muscular or skeletal injury or strain and tendonitis or other repetitive strain injuries caused by physical exertion incurred during paddling activities,;
- 1.11)** personal injury or death caused by physical contact with insects, marine and/or terrestrial wildlife, or other marine life forms;
- 1.12)** exposure to polluted or contaminated water;
- 1.13)** improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury;
- 1.14)** my suffering any type of injury or illness in areas without easy access to medical facilities;
- 1.15)** my own physical condition and my own acts or omissions, including my level of sea kayaking experience and expertise;
- 1.16)** my own failure or that of other trip participants to follow the safety guidelines and other instructions of PNE guides, including always wearing a correctly fitted personal flotation device;
- 1.17)** manufacturing or other defects, both apparent and latent, in the equipment supplied or used by the Releasees ;

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- 1.18) negligence of other trip participants;  
1.19) becoming lost or separated from one's party or guide;  
1.20) communication at any time during a trip activity may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed;

I understand risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading/guiding any PNE trip activities, which could result in a failure to safeguard or protect me from the risks, dangers and hazards of the trip activities;

While I understand that the PNE trip leaders/guides will make reasonable efforts to minimize exposure to known risks, I

### **2. Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the Releases allowing me to participate in trip activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**2.1** 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 resulting from my preparation and participation on any Pacific Northwest Expeditions wilderness activity, 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 also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of wilderness activities referred to above;

**2.2** To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation or presence on any PNE trip activity;

**2.3** To hold harmless and indemnify the Releasees from any and all non-scheduled or emergency expenses related to first aid or medical treatment and/or evacuation of myself in the event of an accident, injury, or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, or hospital care. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees;

have a personal responsibility to learn and follow safety rules and procedures established by my trip leaders/guides and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in any activity;

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH TRIP 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 THEREFROM.**

**2.4** This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;

**3.** That I consent to receive first aid and medical treatment by the trip leaders/guides and medical personnel in the event of an accident, injury, and/or illness during any PNE trip activity;

**4.** That 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;

**5.** That 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;

**6.** That I understand clearly that PNE is and shall be deemed to be acting for itself and as an agent on behalf of and for the benefit of the Releasees for the purpose set out in the above-stated clauses of this agreement;

**7.** That I am of sufficient age (19 years) and mental capacity to sign this Agreement;

**8.** That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement;

**9.** In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of trip activities other than what is set forth in this Agreement.

**10.** 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'.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Trip Participant Signature

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Trip Participant Name (Printed)

\_\_\_\_\_  
Witness's Name (Printed)

\_\_\_\_\_  
Printed Name of Parent or legal Guardian if trip participant is under age 19

\_\_\_\_\_  
Signature of Parent or legal Guardian if trip participant is under age 19