

SUBTIDAL ADVENTURES Ltd.

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! To: **SUBTIDAL ADVENTURES Ltd.**, PO Box 78, 1-1950 Peninsula Road, Ucluelet, British Columbia, V0R 3A0

DEFINITION - In this agreement the term "marine and wilderness activities" shall include all activities in any way related to boat travel provided by **SUBTIDAL ADVENTURES Ltd.**, including but not limited to: orientation and instruction sessions; all on-land transportation; loading and unloading of boats; all on-water travel; any SCUBA or underwater diving from boats; and all ancillary activities such as hiking, camping and wilderness travel; whether guided or unguided.

ASSUMPTION OF RISKS - I am aware that marine and wilderness activities with **SUBTIDAL ADVENTURES Ltd.** involves certain risks, dangers and hazards, in addition to those normally encountered in a wilderness or marine environment, including, but not limited to: exposure to rapidly changing weather and water conditions; immersion in cold water leading to hypothermia (potentially fatal reduction in body temperature); drowning; collision with other vessels; encounters with animals; travel over waves, swells and other rough water conditions; and negligence on the part of **SUBTIDAL ADVENTURES Ltd.** and its employees, guides and instructors. Communication in the wilderness and marine environment used for marine and wilderness activities may be difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of **SUBTIDAL ADVENTURES Ltd.** allowing me to participate in marine and wilderness activities 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 **SUBTIDAL ADVENTURES Ltd.**, their directors, officers, employees, agents, representatives, independent contractors, guides, instructors and trip leaders (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, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in marine and wilderness 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 ON THE PART OF THE RELEASEES.**
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 in marine and wilderness activities;
3. 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 shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought within 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 marine and wilderness activities, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT 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.

PLEASE PRINT CLEARLY

		Date:	
Name	Last:	First:	Middle:
Address	Street:		City:
	Province/ State:		Postal Code:
Date of birth:		Signature:	
Note: If person named is under 19 years of age, parent/guardian must sign here:			
Witness (print name):		Witness signature:	

This agreement must be completed in full, signed, dated and witnessed before you will be allowed to participate in marine and wilderness activities.