

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial: _____

TO: Swim Wild Squamish Club and its respective directors, officers, employees, members, volunteers, lifeguards, agents, independent contractors and subcontractors, representatives, successors, assigns, and all persons acting under their authority (all of whom are hereinafter collectively referred to as "the RELEASEES").

DEFINITION: In this agreement the term "Adventure Activities" shall include all activities and use of equipment or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include but not limited to: swimming in outdoor and uncontrolled or patrolled locations in all seasons, transportation to and from locations, paddling and boating, the use of watercraft, shoreline cleanups and other stewardship activities, attendance at courses, seminars and training sessions, social events in both indoor and outdoor locations, and other such activities, events, and competitions in any way connected with or related to those Adventure Activities.

ACKNOWLEDGEMENT OF SAFETY: I confirm that I am 19 years of age or older and that I am only permitted to participate in the Adventure Activities because I am 19 years of age or older. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body can aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

ASSUMPTION OF RISK: I am aware that Adventure Activities may involve many risks, dangers and hazards including but not limited to: changing weather and water conditions; falling rock, tree limbs, and ice; falling from platforms, cables and bridges; shock, stress, or other injury to the body; exhaustion; drowning; hypothermia or cold-related injuries; encounters with both land and aquatic wildlife including bears, cougars, jellyfish, and marine mammals; equipment malfunction; collision with trees, watercraft, submerged or floating objects, or other participants or guides; becoming lost or separated from the group; infectious disease such as viruses, bacteria, parasites, and fungi; negligence on the part of other participants or guides; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. I am also aware that these risks, dangers and hazards referred to above exist on terrain that may be uncontrolled, unmarked, and not inspected.

Initial: _____	I AM AWARE THAT PARTICIPATION IN THE ADVENTURE ACTIVITIES IS ENTIRELY VOLUNTARY AND I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES. I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, AND ELECT TO PARTICIPATE IN THE ADVENTURE ACTIVITIES IN SPITE OF SUCH RISKS, DANGERS AND HAZARDS.
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NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE, OR FIRST-AID

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.

DISCLOSURE OF RESPONSIBILITIES

All activities and programs offered by the RELEASEES which involve Adventure Activities are entirely self-guided. The RELEASEES and all persons acting under the authority of the RELEASEES are neither professional guides, nor lifeguards, nor trained first aid attendants. All are volunteers and may have no formal training in the skills and knowledge required for the Adventure Activities. Participants are responsible for their own medical insurance, accident and disability insurance, and third party liability insurance.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in Adventure 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 and to release the RELEASEES and their volunteers, guides, or other representatives from any and all liability for any loss, damage 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 DUTY OF CARE OWNED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, 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 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, 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 of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia;
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; and
6. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the RELEASEES other than what is set forth in this Release Agreement.

Unless the Club directs otherwise, this Agreement shall apply to all subsequent membership renewals, use of Club equipment, or participation in activities, programs, services, or meetings organized, provided, or authorized by or on behalf of the RELEASEES.

Participant's Name: _____ Cell Number: _____ Date: _____

Participant's Signature: _____

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF ADVENTURE ACTIVITIES OTHER THAN WHAT IS SET FORTH IN THE RELEASE AGREEMENT. I CONFIRM THAT 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.

If any provision of this Release Agreement is determined to be invalid or unenforceable in whole or in part, such as invalidity or unenforceability will attach to only such provision or part thereof and the remaining part of such provision and all other provisions will continue in full force and effect.

Please check the correct box:

- I am 19 years of age or older.
- I am 18 years of age or younger.