



Purple Hayes School Of Kayaking

Assumption of Risk Agreement and Indemnifying Release

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

Please print.

AGREEMENT AND INDEMNIFYING RELEASE:

I, _____ (name) hereby acknowledge and agree that in consideration of being permitted to participate in kayaking activities (hereinafter referred to as “the Activities”) organized by Purple Hayes School of Kayaking (herein call “the Company”):

1) do hereby release the Company, its directors, officers, employees, independent contractors and agents (all of whom are hereinafter collectively referred to as “the Releasees”) from all liability, and do hereby waive as against the Company and the Releasees all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses or any other losses or damages of any kind, including but not limited to consequential damages which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid Activities, notwithstanding that such injuries or losses may have been caused by the negligence of the Company and/or the Releasees. _____ Initial

2) And I do hereby acknowledge and agree:

- a. that the Activities organized by the Company involve exposing participants to many inherent risks and hazards, including but NOT LIMITED TO: loss or damage to personal property; immersion in cold water; hypothermia; drowning; inclement weather; slipping and falling; accidents which occur while loading and unloading equipment; overturning or upsetting the the boat; entrapment; collision with rocks, trees, logs, dead falls and other participants; negligence of other participants; forces of nature; injury or illness in terrain that rescue and and medical treatment may not be readily available;
- b. that, as a result of the foresaid risks and hazards, I as a participant may suffer serious personal injury, even DEATH, as well as property loss;
- c. that some of the aforesaid risks and hazards are foreseeable, but others are not;
- d. that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that accordingly, my preparation for and participation in the aforesaid Activities organized by the Company, shall be entirely at my own risk;
- e. that I am personally responsible for my preparation prior to joining the Company’s Activities Such preparation will include, but not be limited to: i) my health and physical fitness, ii) the adequacy and condition of the equipment that I will be using for the Activities and as well as any other equipment that will be used in association with the activities I will be participating in;
- f. that while I recognize that the Company and the Releasees will make every reasonable effort to minimize exposure to known risks, that I have a personal responsibility to learn and follow safety rules and procedures established by my instructors/leaders 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;
- g. that I will refrain from the consumption of alcohol or mind altering drugs while participating in Company Activities;

- h. that I am aware that the physical exertion while participating in the Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects;
- i. that I have carefully read this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- j. that I understand clearly that by signing this release, I will be forever prevented from suing or otherwise claiming against the Company, and the Releasees for any loss or damage connected with any property loss or personal injury or any other losses or damages of any kind, including but not limited to consequential damages, that I may sustain while participating in, or preparing for any of the Activities organized by the Company.
- k. that I understand and agree any legal proceedings in which I may pursue must take place within the jurisdiction of British Columbia, Canada;
- l. that I 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 the Activities due to any cause whatsoever, including, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c337, ON THE PART OF THE RELEASEES;
- m. that I understand clearly that the Company would not permit me to participate in any such such Activities organized by the Company unless I signed this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE;
- n. that this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE is binding in myself, my next of kin, my heirs, my executors, administrators, personal representatives and assigns;
- o. that I understand clearly that the Company is and shall be deemed to be acting for itself and as agent on behalf of and for and the benefit of the Releasees of the Company for the purposes set out in the above-stated clauses of this agreement; and
- p. that I am of sufficient age and mental capacity to sign this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE.

Signature of Participant

Dated at Chilliwack, _____, 20____

TO BE COMPLETED BY PARENT OR GUARDIAN FOR APPLICANTS UNDER THE AGE OF NINETEEN (19)

I am the parent or guardian of the applicant. I acknowledge that both the applicant and I have read the ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE. I further acknowledge that by signing this agreement, the applicant understands, appreciates, freely accepts and fully assumes the risks, dangers and hazards referred to in this Agreement, and that the applicant agrees not to sue or commence any legal proceedings against the RELEASEES in respect of any loss, damage, injury or expense resulting from the said risks, dangers, and hazards. As parent or legal guardian of the Applicant, I HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against the Releasees and to RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage or expense that I may sustain as a result of the applicant's participation in the Activities, due to and cause whatsoever. I further agree to INDEMNIFY AND SAVE HARMLESS, the RELEASEES from and against all actions, claims or proceedings for damages, which may hereafter be brought on by or on behalf of the Applicant against the Releasees in respect of any loss, damage, injury or expense sustained by the Applicant resulting from the use of or presence or participation in the Activities organized by the Company.

Signature of Parent

Dated at Chilliwack _____, 20____