

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

**TO: WEDGE RAFTING LTD., WHISTLER RIVER ADVENTURES LTD., TAG ADVENTURE TOURS LTD., 0842663 BC LTD., all related or associated companies and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns, and HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (all of whom are hereinafter collectively referred to as the "Releasees").**

<b>Name</b>		Last		First	
<b>Address</b>		Street		City	
				Prov/State	
Country		Postal / Zip Code		Date of Birth	
				Age	
				Weight	

**List Children under 16**

1. Name	Age
2. Name	Age

3. Name	Age
4. Name	Age

**DEFINITION:** In this Release Agreement the term "**River Rafting Activities**" shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: whitewater rafting; cliff jumping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; all transportation or travel to and from the river; loading and unloading of vehicles and rafts; and all activities while on the river.

**ACKNOWLEDGEMENT – RIVER RAFTING SAFETY**

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while river rafting. Instruction as to the proper use of the helmet and the personal floatation device is available from the guides. I am aware that river rafting may involve sudden, violent and unexpected movement of the raft, which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with river rafting.

**ASSUMPTION OF RISKS**

I am aware that River Rafting Activities involve many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river; slips and falls; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other rafting equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; negligent first aid; and negligence of other participants. Communication on the river is difficult, and in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RIVER RAFTING ACTIVITIES 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 the Releasees agreeing to my participation in River Rafting Activities and permitting my use of their equipment, vehicles, parking and other facilities, 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 River Rafting 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES REFERRED TO ABOVE;**

- 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 River Rafting Activities;
- 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;
- 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 no other jurisdiction; and
- 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.

**PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me (and any minor children listed above) being used for advertising, promotional or marketing purposes.**

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

**I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

Signature of Participant
Signature of Parent/Guardian if under 19 years of age

Date
Witness