

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

PLEASE REVIEW AND FAMILIARIZE YOURSELF WITH TRIP DETAILS AND CANCELLATION POLICIES ON OUR WEBSITE AT <https://kingfisher.ca> PRIOR TO COMPLETING AND SIGNING THIS RELEASE

TO: Kingfisher Wilderness Adventures Ltd. and its owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Name		Last		First	
Address		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

The term "**Activities**" shall apply to all activities, events and services provided, arranged, organized, sponsored, or authorized by the Releasees, including but not limited to:

- Wildlife viewing
- Whale watching
- Bear viewing
- Kayaking and Kayak tours
- Kayak Rental
- Fishing
- All transportation and travel to and from locations used for the Activities
- Day tours and multi-day tours
- Camping and hiking
- Food, beverage, and accommodation
- Swimming
- Scrambling, climbing, and cliff jumping
- All orientation and instructional sessions
- Loading, unloading and travel by or movement in kayaks and other vessels

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ASSUMPTION OF RISKS

I am aware that participating in the Activities involves many risks, dangers and hazards including but not limited to: travel in remote wilderness locations where assistance, medical and first aid services and evacuation may not be readily available and communication may be difficult or not be possible; accidents which occur during transportation or travel to and from the Activities site and remote areas; slips, trips and falls; the overturning or capsizing of kayaks or other vessels; sudden, violent and unexpected movement of the kayak; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; impact or collision with rocks, trees, logs, deadfall or powerboats; encounters with domestic or wild animals including killer whales, cougars and bears; high winds; equipment failure; variation in the water conditions, surfaces and currents; high waves or tide; changing and inclement weather conditions including storms, high wind and lightning; variation in the terrain including, holes, depressions, loose gravel, rocks, roots, seaweed, algae, barnacles, forest deadfall, rocks and other natural or man-made objects on or adjacent to trails; accidents while fishing; hiking, backpacking, scrambling, climbing and backcountry travel; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; becoming lost or separated from one's guide or party; failure to act safely or within one's ability or stay within designated areas; negligent first aid; and negligence of other participants in the Activities. Participants may become lost or separated from their guide or party. 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE 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 the Activities and permitting my use of their equipment, 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 the 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, 1996 R.S.B.C. 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;**
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 the 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the courts 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.

I agree

I acknowledge that 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 participating in the 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.

Date

Signature of Participant

Signature of Parent/Guardian if under 19 years of age

Signature of Witness