



Strathcona Park Lodge – Adult Waiver Form

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (referred to below as the “Release Agreement”)

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

PARTICIPANT'S INITIALS

INITIAL HERE

PLEASE READ CAREFULLY

TO: STRATHCONA PARK LODGE LTD. and its directors, officers, employees, contactors and volunteers (collectively referred to as “SPL”)

DEFINITION

In this Release Agreement the term “the Activities” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by SPL and shall include, but is not limited to: whitewater, flat water and ocean canoeing and kayaking; high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; nature study; snow shoeing; caving; mountaineering; swimming; motor boating; sailing; use of camp stoves and campfires; rental of canoes, kayaks, sail boats, motor boats and other equipment; instructional courses; and all travel, transportation, food and beverage, water supply, rescue and first aid services and accommodation.

ASSUMPTION OF RISKS

I am aware that participation in the Activities involves many risks and hazards including, but not limited to: accidents which occur during transportation or travel to and from activity locations; slips and falls; overturning of boats; all water hazards; cold water immersion; creek or river crossings; rock fall; hypothermia; inclement weather conditions including storms, high wind, high waves, and lightning; equipment failure; encounters with domestic and wild animals; collision with other persons, animals, equipment, vehicles or objects; becoming lost; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF SPL, INCLUDING THE FAILURE BY SPL TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF THE ACTIVITIES.** Communication with emergency services may be difficult and in the event of an accident or illness rescue, medical treatment and evacuation may not be available or may be delayed.

I AM AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH THE ABOVE ACTIVITIES AND I ACCEPT AND ASSUME ALL SUCH RISKS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY RESULTING LOSS.

PARTICIPANT'S INITIALS

INITIAL HERE

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of SPL agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against SPL AND TO RELEASE SPL 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, ON THE PART OF SPL, AND FURTHER INCLUDING THE FAILURE ON THE PART OF SPL TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY SPL for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities;
3. That this Release Agreement shall be effective and binding upon my heirs and next of kin in the event of my death or incapacity;
4. That 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
5. Any litigation involving the parties to this 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.

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

I CONFIRM THAT I HAVE TAKEN THE TIME TO READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS MAY HAVE AGAINST SPL.

Witness's Signature
Witness's Printed Name
Date

SIGN HERE

Participant's Signature
Participant's Printed Name
Date