

This is a **VIEW ONLY COPY** of the Legal Document you will be expected to read and sign **ELECTRONICALLY OR IN PERSON with your guide** before departing on any Sea Kayak Tour or Rental with Paddle West Kayaking Ltd. It is your right to seek legal advice before entering this contract.

#### **ASSUMPTION OF RISKS**

I am aware that the activities such as sea kayaking, hiking and wilderness camping, in this release defined as “Activities”, takes place on the ocean and involves certain risks that cannot be avoided and must be understood as a condition of my participation with **Paddle West Kayaking Ltd. (PWK)**. I understand that hiking, camping and travel over land may be included as part of a tour without oral or printed advertisement before the tour begins. The risks are unmarked and include, but are not limited to, the following: *variable & inclement weather, cold water exposure, waves, surf, surf landing & launches, current, capsizing, drowning, hypothermia, collision with other watercraft, slipping, falling, injuries related to poor trail conditions and maintenance and injuries from carrying kayaks, burns from hot fires and hot objects, wildlife encounters, and earthquakes. I acknowledge and accept that PWK and its staff and representatives may fail to predict if the terrain and conditions are safe for sea kayaking, or hiking. Participants may become lost or separated from their party. Rescue and medical treatment may not be readily available. I am aware that PWK may call upon third party boat operators and water taxis for assistance. The conditions for boarding motorized vessels may occur in rough sea conditions or on or near rocks and beaches; it is possible to be injured while boarding, traveling and off-loading motorized vessels.* This is only a partial list of risks, dangers and hazards which may be encountered at any time, and could potentially cause injury or death.

**COVID-19 and TRANSMISSIBLE DISEASES:** –I am aware that PWK has adapted its policies in accordance with provincial guidelines to minimize the risk of COVID-19 transmission. I am also aware that the policies put in place by PWK may not fully safeguard me or (any minors under my care) from the transmission of COVID-19. I agree to assume the risks of contracting COVID-19, or other transmissible diseases, as a result of participating in the “activities” of PWK

**NOTICE TO PARTICIPANTS ON “Night Tour” - INCREASED RISK** for collision with other watercraft, being separated from the group.

**NOTICE TO PARTICIPANTS RENTING KAYAKS – INCREASED RISK** because you will be un-guided and lack location-specific training and experience.

**I AM AWARE OF THE RISKS, ASSOCIATED WITH PARTICIPATION IN A SEA KAYAKING TOUR / RENTING WITH PWK. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY LOSS OR DAMAGE RESULTING THEREFROM.**

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

*In order to participate in the “Activities” with PWK. departing from Tofino or Ucluelet: I (The Releasor) hereby agree as follows:*

**1. TO WAIVE ANY & ALL CLAIMS** that I have or in the future have against PWK., its owners, officers, directors, employees, members, agents, assigns, legal representatives, successors, independent contractors, and all associates involved in the “Activities” (**the “Releasees”**). This includes acts of gross negligence and negligence by the Releasees including but not limited to the Releasees failing to predict dangerous conditions as well as failing to respond to an emergency in accordance with their certifications.

**2. TO RELEASE and DISCHARGE 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” with PWK. including: **NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE AND ALSO THE FAILURE ON THE PART OF THE RELEASEES TO PROTECT ME FROM THE RISKS ASSOCIATED WITH MY SEA KAYAK TOUR OR RENTAL**

**3. By signing this release I will be forever prevented from suing or otherwise claiming against the Releasees** for any property loss or personal injury or death that I may sustain while participating in or preparing for the “Activities”.

**4.** This agreement shall be binding upon my spouse, heirs, next of kin, executors, administrators, assigns and personal representatives.

**5.** This agreement and any rights, duties, and obligations between the parties of this agreement shall be governed in accordance with the laws of British Columbia.

**6.** Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia.

**7.** I am not relying on any oral or written representation made by the Releasees other than what is set forth in this agreement.

**8.** I understand that as the Releasor, I have the right to seek legal advice before signing this Waiver and Release. I understand that I would not be permitted to participate in the above noted activities unless I sign this Waiver and Release.

**9.** I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the “Activities” and, if required, I will first obtain a medical examination and clearance before participation in the “Activities”.

**10.** I agree to hold harmless and **INDEMNIFY Paddle West Kayaking Ltd.** from any and all liability for any property damage or personal injury to myself or any third party who may bring a claim on my behalf resulting from my participation on a sea kayak tour or rental with Paddle West Kayaking Ltd.

**11. FOR GUARDIANS:** I have the legal authority to act as a guardian for the above named minor(s). I am aware the minor(s) will be participating in a sea kayak tour or rental with Paddle West Kayaking Ltd. and that minors may not be contractually bound by a Release of All Claims and Waiver of Liability Agreement which I have seen and I have signed.

**I therefore specifically agree to indemnify and hold harmless PWK.** against any and all claims, actions and suits that may be instituted by the above noted minor(s) that is under my care prior to, during and after the “Activities” with Paddle West Kayaking Ltd.

**I CONFIRM THAT I AM THE LEGAL AGE OF NINETEEN (19) AND I HAVE READ AND UNDERSTAND THIS AGREEMENT, 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 AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).**