

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

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

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		E-Mail Address
	City	Prov./State	Country
			Postal/Zip Code

TO: North Island Kayak Ltd. and its directors, officers, employees, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the "Releasee")

DEFINITION

In this Release Agreement, the term the "Activities" means kayaking, wilderness camping, guided and/or self guided kayaking tours, 'adventure tourism' activities, events, food, beverages or services provided, arranged, organized, conducted, sponsored or authorized by the Releasee including but not limited to paddling in kayaks at sea, transporting and carrying kayaks, paddles, and other equipment on land, use of camping equipment, safety equipment and procedures beyond those normally used in the carriage of passengers, instruction, services and uses of facilities (including change rooms, wharves, docks, camping facilities, and marinas) and equipment, orientation and all travel and transport by any means, and other such activities, events and services in any way connected with or related to the Activities.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including but not limited to: exposure to an aquatic environment and to greater risks than participants are normally exposed to in the carriage of passengers; travelling to, in and through open ocean water conditions; breakdown of equipment; slips, trips and falls; accidents while on the water; accidental drowning; safety gear (including personal flotation devices) may fail to perform as intended; loss of balance; impact or collision with waves, wildlife, rocks, people and powered transport equipment; hypothermia, sunburn, heat stroke/exhaustion; changing weather conditions; encounters with wild animals and insects; fault on the part of other participants; **and NEGLIGENCE OR FAULT ON THE PART THE RELEASEE, INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.** Communication on the open water can be difficult and, in the event of an accident, rescue and medical treatment may not be quickly available.

CERTIFICATION AS TO FITNESS TO PARTICIPATE IN THE ACTIVITIES

I certify that I am medically, mentally, and physically fit to participate in the Activities and have no conditions which could interfere with my safety in participating in the Activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

INITIAL HERE

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEE AND TO RELEASE THE RELEASEE 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 FAULT OR 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 THE RELEASEE, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities, **including the cost of any rescue, evacuation, emergency transportation or medical attention rendered to me, or for my benefit, arising 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 in effect in the Province of British Columbia and no other jurisdiction.
5. 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 or tribunals having jurisdiction within that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasee 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 AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEE.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly

CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT WAIVER AND ASSUMPTION OF RISK

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

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ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATING TO COVID-19

- I am currently not experiencing COVID-19 symptoms nor have I had COVID-19 symptoms in the last 14 days.
- I have complied with all required quarantine orders and directives applicable in British Columbia as required by the British Columbia Provincial Health officer and other public authorities.
- I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
- I represent and warrant to the Releasee that I have not been advised by the Government of Canada, British Columbia Public Health, or a doctor or the British Columbia Ministry of Health/Centre for Disease Control website to self-isolate due to possible exposure to COVID-19.
- I am fully aware of the risks and hazards with respect to becoming infected with COVID-19 inherent in my participation in the Activities any of which include being in contact with, or near, persons and surfaces in circumstances where it is not possible or practical to maintain social distancing; personal protective equipment is not available, impractical or missing; and/or disinfecting protocols are not practical and/or carried out by the Releasee, other participants, or the public.**
- I freely and voluntarily agree to assume the risk of infection by or with COVID-19, including the risk of death, illness, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the Activities, howsoever arising, including, but not limited to, **NEGLIGENCE ON THE PART THE RELEASEE, INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COVID-19.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS WITH RESPECT TO COVID-19 ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

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- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE for any and all liability for any property damage, loss or personal injury to any third party resulting from contracting COVID-19 as a result of my participation in the 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, illness, 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 in effect in 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 or Tribunals having jurisdiction within that province.

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Signed this _____ day of _____, 20_____.

Witness

Please print name clearly

Signature of Participant

Please print name clearly