

RELEASE & WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(the "Indemnity Agreement")

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

PLEASE READ CAREFULLY!

INITIALS OF MINOR and PARENT /
GUARDIAN

Parent's Name	Last	First	Middle Initial
Child's 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 Indemnity 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.

MINOR & PARENT/GUARDIAN ASSUMPTION OF RISKS

We are 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.

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

INITIALS HERE

PARENT/GUARDIAN INDEMNITY AGREEMENT, RELEASE & WAIVER OF CLAIMS

In consideration of the RELEASEE agreeing to my child's participation in the Activities and permitting my child's use of its 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 INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEE from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, it may incur due to any claim made against it by or on behalf of my child, whether the claim is based on the **negligent or fault of the Releasee or otherwise.**
2. 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 my child may suffer or that I or my child's next of kin may suffer, as a result of my child's participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR FAULT, 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 MY CHILD FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

PARENT
INITIAL HERE

3. 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 child's participation in the Activities.
4. This Indemnity Agreement shall be effective and binding upon our heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
5. This Indemnity Agreement and any rights, duties and obligations as between the parties to this Indemnity 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.
6. Any litigation involving the parties to this Indemnity 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 Indemnity Agreement we are 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 Indemnity Agreement.

WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD THIS INDEMNITY AGREEMENT PRIOR TO SIGNING IT, AND WE ARE AWARE THAT BY SIGNING IT WE ARE AFFECTING AND CREATING CERTAIN LEGAL RIGHTS AND OBLIGATIONS.

Signed this _____ day of _____, 20_____.

Witness	Signature of Child	Signature of Parent
Please print name clearly	Please print name clearly	Please print name clearly

CORONA VIRUS (COVID-19) RELEASE & WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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INITIALS OF MINOR and
PARENT / GUARDIAN

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DEFINITION

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MINOR & PARENT/GUARDIAN ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATING TO COVID-19

1. We are currently not experiencing COVID-19 symptoms nor have we had COVID-19 symptoms in the last 14 days.
2. We 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.
3. We 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.
4. We represent and warrant to the Releasee that we 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.
5. **We are fully aware of the risks and hazards with respect to becoming infected with COVID-19 inherent in my child's 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.**
6. We freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, illness, bodily injury or property damage, regardless of severity, that my child may sustain as a result of their 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 MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF COVID-19.**

**WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS WITH RESPECT TO COVID-19 ASSOCIATED WITH THE
ACTIVITIES AND WE 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**

INITIAL HERE

PARENT/GUARDIAN INDEMNITY AGREEMENT, RELEASE & WAIVER OF CLAIMS

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

1. TO INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEE from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, it may incur due to any claim made against it by or on behalf of my child, whether the claim is based on the negligence/fault of the Releasee or otherwise.
2. 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 illness or death, that my child may suffer or that I or my child's next of kin may suffer, as a result of COVID-19, 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 THE RELEASEE, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT MY CHILD FROM THE MANY RISKS, DANGERS AND HAZARDS OF COVID-19**

PARENT
INITIAL HERE

3. 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 child's participation in the Activities;
4. This Indemnity Agreement shall be effective and binding upon our heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death, illness, or incapacity;
5. This Indemnity Agreement and any rights, duties and obligations as between the parties to this Indemnity 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
6. Any litigation involving the parties to this Indemnity 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 Indemnity Agreement we are not relying on any oral or written representations or statements made by the Releasee, other than what is set forth in this Indemnity Agreement.

WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD THIS INDEMNITY AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEE.

Signed this _____ day of _____, 20_____.

Witness	Signature of Child	Signature of Parent
Please print name clearly	Please print name clearly	Please print name clearly