

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Participant's Initials

PLEASE READ CAREFULLY

First Name _____ Last Name _____ Date of Birth (dd/mm/yy) ____/____/____

Address _____ Emergency Contact Telephone _____

City _____ Prov./State _____ Postal/Zip Code _____ Country _____

BOWEN ISLAND LODGE (the "Operator"), all individuals or entities who provide or make available facilities, premises, equipment, or services for the Operator (the "Providers"), and the respective directors, officers, partners, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns of the Operator and the Providers (all of which, along with the Operator are the "Releasees")

In this agreement, the term "Activities" includes all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees and specifically includes without limitation still water kayaking, ocean kayaking, rental of kayaks, stand-up paddle boarding, surf skiing, hiking, swimming, backpacking, camping, orientation and instructional courses, camps, races, multi-day trips, guided activities and tours, transportation or travel to and from locations by motorized vehicle or boat, and all other activities, events, and services in any way connected with or related to Activities, whether taking place before, during, or following my participation in Activities.

INITIALS **ACKNOWLEDGMENT – SAFETY & PHYSICAL CONDITION**

I am aware that there are instructors available to answer any questions that I may have as to the proper use of the equipment and regarding known risks inherent in Activities. I am aware that the physical exertion required of Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Activities. I further acknowledge that reckless behaviour by me poses serious risk to others and that I will be held responsible for all damage or injury caused to property or persons as a result of my reckless conduct during Activities. I am aware and acknowledge that there is no obligation for any person to provide me with medical care during Activities and that there may be no nearby aid stations available for Activities. I acknowledge it is my sole responsibility to bring effective treatment for allergy attacks I may suffer during Activities.

ASSUMPTION OF RISKS

I am aware that Activities involves many risks, dangers, and hazards including but not limited to: accidents occurring during transportation or travel to and from the put-in; slips and falls while getting into or out of kayaks, other boats, or motorized vehicles; overturning of kayaks or stand-up paddle boards; loss of balance; collisions with surrounding geographic or landscape features or with other participants; entrapment by trees, logs, deadfall, boats, or equipment; hypothermia due to exposure to cold water; drowning; changing or inclement weather conditions including storms, high wind, high waves, and lightning; mechanical failure of equipment; accidents occurring while hiking, backpacking, or camping on terrain that may feature steep slopes in their natural state or other terrain that has not been travelled on, patrolled, or inspected; accidents due to variations in terrain including without limit holes, depressions, loose gravel, rocks, mud, roots, creeks; collisions with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects; encounters with wild and domestic animals; encounters with wild flora; becoming lost or separated from the participant's guide or instructor; failure to act safely or within one's ability; failure to stay within designated areas; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF Activities.**

INITIALS **I HAVE READ AND AM AWARE OF, AND FULLY ACCEPT, THE ABOVE RISKS, DANGERS, HAZARDS, AND OF THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE OR LOSS, WHETHER TO MYSELF OR THAT I MAY CAUSE TO OTHERS.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Activities and permitting my use of their property, venue, or equipment (the "Facilities"), and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, **I HEREBY IRREVOCABLY AGREE AS FOLLOWS:**

INITIALS 1. **TO WAIVE 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, resulting from either my use of or my presence on the Facilities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE (INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337) ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ACTIVITIES;**

INITIALS 2. **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from any and all liability for any damage to property or personal injury of any nature to any third party, resulting from my use of or presence on the Facilities and my participation in Activities;

INITIALS 3. If medical care is rendered to me as a result of injury, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered;

4. This agreement is effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity;

5. This agreement and any rights, duties, and obligations as between the parties to this agreement will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;

6. Any litigation involving the parties to this agreement must be brought within the Province of British Columbia and the parties attorneys' to the exclusive jurisdiction of the Courts of the Province of British Columbia;

INITIALS **I am not relying on any oral or written statements made by the Releasees with respect to the safety of Activities other than what is set forth in this agreement. I confirm that, before signing this agreement, I have read and understood it and am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns, and representative may have against the Releasees.**

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 19 YEARS OF AGE

INITIALS **For and on behalf of a participant of minority age, by signing where indicated below, I hereby certify that I am the parent/guardian with legal responsibility for this participant of minority age, and acknowledge the risks associated with the participation by the participant in Activities and I hereby consent to the participation of the minority age participant in Activities and agree for myself, my heirs, executors, assigns, and next of kin, to release, indemnify, and save harmless the Releasees from all liabilities, howsoever arising, incident to the participation by the participant of minority age in Activities.**

Signed this _____, day of _____, 20____

Signature of Participant
(Parent/Guardian signs if is <19)

Print Participant's Name
(or Parent/Guardian if Participant is <19)

Age of
Participant

Witness Signature
(the Operator or its staff)

Print Witness Name

Mobile phone _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED, AND WITNESSED BEFORE PARTICIPATING IN ANY ACTIVITIES.



Credit Card Authorization for Bowen Island Lodge

For our mutual protection, please complete the following form in full and email (sales@bowenislandlodge.ca).

Please return authorization attention: Laura Yun

Company/Group Name: _____

Event Date(s): _____ to _____
YYYY/MM/DD YYYY/MM/DD

I, the undersigned, authorize Bowen Island Lodge to apply to my (Visa, Master Card, American Express) account, the charges noted below:

The charges to be applied are: (please check all that apply)

- Deposit ()
- Room & Tax ()
- Catering Food and Beverage ()
- Meeting Room Rental & A/V ()
- Final Balance ()
- Other charges () please specify _____

Credit Card Number: _____

Expiry Date: _____ Card Security Code: _____

NAME ON CREDIT CARD: _____

ADDRESS: _____

PHONE (Business): _____

SIGNATURE: _____ Date: _____