

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

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

PLEASE READ CAREFULLY!

Initial _____

Name	Last	First	Initial	Telephone
Address	Street		City	Prov/State - Country
	Postal / Zip Code	Email		Birthdate YYYY / MM / DD
Emergency Contact	Name			Telephone

I, _____ (the "**Participant**") sign on the ____ day of _____, 20__ this RELEASE AND WAIVER OF LIABILITY (the "**Release Agreement**"), in favour of Kickin Back Boat Rentals Ltd. and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, instructors, contractors, subcontractors, and their successors and assigns (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**Power Boating**" shall include, but is not limited to: the rental and use of a power boat and related recreational and safety equipment (including but not limited to life jackets / personal flotation devices, barbeques, waterslides, water tubes, water skis, surfboards, kneeboards and wakeboards (the "**Boating Accessories**")) and all related activities, services, and use of facilities, equipment, and/or terrain either provided by, made available by, or arranged by the Releasees.

ACKNOWLEDGEMENT-SAFETY

Initial _____

THE USE OF APPROVED SAFETY EQUIPMENT IS MANDATORY

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment as directed by the Releasees while participating in Power Boating, including personal flotation devices (the "**Equipment**"). Using proper safety equipment may be mandatory under applicable governmental law, and I am aware that Power Boating and the use of the Equipment may be subject to applicable municipal, Provincial and/or Federal regulations.

I am aware that the physical exertion required by Power Boating and the use of Boating Accessories, and the accompanying forces exerted on the body, can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Power Boating.

I am familiar with the proper use of the equipment used in Power Boating and I have taken, or will be offered, proper instructional lessons prior to its use, if required. I understand that staff of the Releasees are available to answer questions I may have as to the proper use of the Power Boating equipment.

I acknowledge and confirm that I will not be under the influence of drugs and/or alcohol while participating in Power Boating.

DESCRIPTION AND ASSUMPTION OF RISKS

Initial _____

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Power Boating, including the **RISK OF SEVERE INJURY OR DEATH**.

The terrain and bodies of water used for Power Boating can be uncontrolled, unmarked, in poor condition, and not inspected, and can involve many risks, dangers and hazards. The Releasees make no representations as to whether the terrain is safe.

Risks, dangers and hazards associated with Power Boating may include, **but are not limited to:**

Accidents which occur during transportation to and from the location of activity; the overturning or upsetting of the Power Boat or Boating Accessories; sudden violent and unexpected movement of the Power Boat or Boating Accessories; wrongful distribution of weight; exceeding weight capacity, maximum number of individuals on the vessel, or maximum number of individuals on the top deck of a double decker pontoon; entrapment by trees, logs, rocks, or equipment; falling from the Power Boat or Boating Accessories; running aground and/or other hard stops; rapids; variation in water conditions, surfaces, and currents; impact or collision with submerged or partially submerged marked and unmarked obstacles, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, trees and other objects, other vessels (including, but not limited to, boats, seaplanes, canoes, kayaks, stand-up paddleboards, jet skis, and sailboats); other boating equipment, or people; unmarked and uncontrolled terrain; still and moving water; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and whiteouts; waves and water vessel wakes; electrical storms; heat stroke and/or heat exhaustion; hyperthermia; hypothermia; frostbite; sunburn; loss of balance or control and falls, particularly on difficult terrain or conditions; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared, adjusted, or attached equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability or within a designated area; falls and impact onto Power Boating equipment; fires and burns; negligence of other persons; encounters with domestic or wild animals including animal bites; becoming lost, going off route or becoming separated from one's party; and infectious and communicable disease, including but not limited to COVID-19, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Power Boating occurs may not be reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Power Boating also **MAY INCLUDE RISKS INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN POWER BOATING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT **Initial**

In consideration of the RELEASEES agreeing to my participation in Power Boating, I do hereby freely, voluntarily, and without duress agree as follows:

1. **TO WAIVE ANY AND 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, as a result of my participation in Power Boating, **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, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN POWER BOATING INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Power Boating, as well as any loss of or damage to my personal property as a consequence of Power Boating.
3. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought as a

result of the use of the Power Boat or the Equipment.

4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Power Boating, I consent to such treatment as deemed necessary by the Releasees.
5. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Power Boating.
6. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
7. I understand that the Releasees do not assume any responsibility for, or obligation, to provide financial assistance, insurance, or other assistance, included but not limited to medical, health, disability, or rescue insurance.
8. I certify that no qualified medical professional has advised me to **not** participate Power Boating or use the Boating Accessories.
9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

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

I confirm that I have read and understand this Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.

BY CLICKING THE CHECKBOXES ABOVE, APPLYING MY ELECTRONIC SIGNATURE WHERE PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON BELOW, I ACKNOWLEDGE, AGREE AND CERTIFY AS FOLLOWS:

- (a) **I HAVE READ AND REVIEWED THE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS;**
- (b) **THE ABOVE INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS AS OF THE DATE AND TIME THAT I HAVE CLICKED THE SUBMIT BUTTON;**
- (c) **I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES; AND**
- (d) **I HAVE THE POWER AND AUTHORITY TO AGREE TO THE AGREEMENT.**

Dated: _____

[Signature lines for Release Agreement continue on Pages 4-6 below]

_____ Participant 1 Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name
_____ Participant 2 Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name
_____ Participant 3 Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name
_____ Participant 4 Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name
_____ Participant 5 Signature	_____ Parent/Legal Guardian's Signature <i>(if required)</i>	_____ Witness' Signature
_____ Participant's Printed Name	_____ Parent/Legal Guardian's Printed Name <i>(if required)</i>	_____ Witness' Printed Name

Participant 6 Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Participant's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name
Participant 7 Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Participant's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name
Participant 8 Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Participant's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name
Participant 9 Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Participant's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name
Participant 10 Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Participant's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name

Participant 11 Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Participant's Printed
Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name

Participant 12 Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Participant's Printed
Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name

Participant 13 Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Participant's Printed
Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name

Participant 14 Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Participant's Printed
Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name

Participant 15 Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Participant's Printed
Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name