

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK  
WARNING AND INDEMNIFICATION AGREEMENT**

I REPRESENT THAT I AM EITHER THE PARTICIPANT OR, IF THE PARTICIPANT IS A MINOR/CHILD, THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT.

I, \_\_\_\_\_ UNDERSTAND THAT ACTIVITIES, INCLUDING BOATING ACTIVITIES, TRAVEL OVER OR NEAR WATER INSTRUCTION, RACING/COMPETING, AND/OR USING ANY OF THE BOATS, EQUIPMENT AND FACILITIES, INCLUDING BUT NOT LIMITED TO USE OF THE PARKING LOTS, WALKWAYS, LODGES, RESTAURANTS, ROWING SHELLS, DOCKS, WHARFS, PICK-UP AND DROP-OFF LOCATIONS AND RACE COURSES, FOR ANY PURPOSE (THE "ACTIVITY"), CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.

I UNDERSTAND THAT RISKS RELATED TO THE ACTIVITY INCLUDE BUT ARE NOT LIMITED TO: FALLING OR LOSS OF BALANCE; ICY, SLICK OR UNEVEN SURFACES, WIND, WAVES, COLD WATER, SLIPPERY BEACHES AND LANDING SITES; COLLISIONS WITH NATURAL OR MAN-MADE OBJECTS, OTHER PEOPLE, OR OTHER MOTOR OR MAN-POWERED VESSELS; MARKED AND UNMARKED OBSTACLES; UNMAINTAINED OR UNMARKED TRAILS/ROADS OR TRAIL OBSTRUCTIONS; THE NEGLIGENCE OR FAILURE OF THE EMPLOYEES, OR OTHER GUESTS TO ACT SAFELY (INCLUDING AN INSTRUCTOR'S SELECTION OF ROUTES, AND TRAVEL TIMES IN RELATION TO WEATHER OR DARKNESS; MALFUNCTION, FAILURE OR DAMAGE; IMPROPER USE OR MAINTENANCE OF EQUIPMENT; MISLOADING, ENTANGLEMENTS, OR CAPSIZE; VARYING VISIBILITY, STORMS, LIGHTNING, HAIL, SNOW AND OTHER ADVERSE WEATHER; BECOMING LOST OR SEPARATED; LACK OF SHELTER; LIMITED ACCESS TO AND/OR DELAY OF MEDICAL ATTENTION; MY HEALTH CONDITION, PHYSICAL EXERTION, EXHAUSTION, DEHYDRATION, HYPOTHERMIA, OR MENTAL DISTRESS FROM EXPOSURE TO ANY OF THE ABOVE.

I AGREE THAT I ASSUME RESPONSIBILITY FOR MAINTAINING CONTROL AT ALL POSSIBLE TIMES WHILE ENGAGING IN THE ACTIVITY AND FOR READING, UNDERSTANDING AND COMPLYING WITH ALL SIGNAGE, INCLUDING INSTRUCTIONS ON THE USE ALL BOATS. I MUST HAVE THE PHYSICAL DEXTERITY AND KNOWLEDGE TO SAFELY LOAD, USE, ROW, OR MOVE ANY BOATS I USE.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITY AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

I AGREE THAT WEST COAST ROWING ADVENTURES (“THE COMPANY”) WILL NOT BE LIABLE IN ANY WAY FOR DEATH, BODILY INJURY, ILLNESS, DAMAGE, DELAY OR OTHER LOSS OR DETRIMENT TO PERSON OR PROPERTY, OR FINANCIAL COSTS BOTH DIRECT AND INDIRECT INCURRED, OR FOR THE COMPANY FAILURE TO COMMENCE, PERFORM OR COMPLETE ANY DUTY OWED TO YOU IF SUCH DEATH, DELAY, BODILY INJURY (INCLUDING EMOTIONAL DISTRESS OR INJURY), ILLNESS, DAMAGE OR OTHER LOSS OR DETRIMENT TO PERSON OR PROPERTY IS CAUSED BY ACT OF GOD, WAR OR WAR LIKE OPERATIONS, MECHANICAL BREAKDOWNS, TERRORIST ACTIVITIES OR THREAT THEREOF, CIVIL COMMOTIONS, LABOR DIFFICULTIES, INTERFERENCE BY AUTHORITIES, POLITICAL DISTURBANCE, HOWSOEVER AND WHERE SO EVER ANY OF THE SAME MAY ARISE OR BE CAUSED, RIOT, INSURRECTION AND GOVERNMENT RESTRAINT, FIRE, EXTREME WEATHER, LOW NUMBER OF PARTICIPANTS OR ANY OTHER CAUSE WHATSOEVER BEYOND THE REASONABLE CONTROL OF THE COMPANY; OR AN EVENT WHICH THE COMPANY OR THE THIRD PARTY SUPPLIER OF SERVICES, EVEN WITH ALL DUE CARE, COULD NOT FORESEE ANY AND ALL OF WHICH, INDIVIDUALLY AND COLLECTIVELY, CONSTITUTE “FORCE MAJEURE”.

I AGREE, TO THE GREATEST EXTENT PERMITTED BY LAW, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE EACH OF THEIR AFFILIATED COMPANIES AND SUBSIDIARIES, THE OWNER/OPERATOR, LAND OWNER, ACTIVITY OPERATOR, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AND ALL THEIR RESPECTIVE INSURANCE COMPANIES, SUCCESSORS IN INTEREST, COMMERCIAL & CORPORATE SPONSORS, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, OFFICERS, DIRECTORS, AND SHAREHOLDERS (EACH A “RELEASED PARTY”) FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT.

I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

IN CONSIDERATION FOR ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING LEGAL FEES, WHETHER ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I AGREE THAT ANY AND ALL CLAIMS FOR INJURY, DEATH AND/OR LOSS REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE PROVINCE OF BRITISH COLUMBIA AND EXCLUSIVE JURISDICTION SHALL BE IN A COURT OF COMPETENT JURISDICTION IN THE PROVINCE .

BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR. I AUTHORIZE A LICENSED PHYSICIAN OR OTHER MEDICAL CARE PROVIDER TO CARRY OUT ANY EMERGENCY MEDICAL CARE FOR THE MINOR, AND I ACKNOWLEDGE THAT I SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

BY SIGNING THIS AGREEMENT WITHOUT A PARENT OR LEGAL GUARDIAN'S SIGNATURE, I REPRESENT THAT I AM AT LEAST 19 YEARS OLD. I UNDERSTAND THAT THIS AGREEMENT IS A CONTRACT AND SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY PART OF THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IT IS MY INTENT THAT THIS AGREEMENT SHALL BE BINDING UPON MY ASSIGNEES, SUBROGORS, DISTRIBUTORS, HEIRS, NEXT OF KIN, EXECUTORS AND PERSONAL REPRESENTATIVES.

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Name Participant	Location	Date
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Name Parent or Legal Guardian (if applicable)	Location	Date
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