

**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 OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT  
**PLEASE READ CAREFULLY**

**TO:** PENTICTON BOAT RENTALS LTD., SKAHA LAKE BOAT RENTALS LTD. and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, landlords, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors and promoters, Jordan McCallum, Mark Raymond Melissen, and any lessors of watercrafts utilized by Pentiction Boat Rentals Ltd. and/or Skaha Lake Boat Rentals Ltd. (all of whom are hereinafter collectively referred to as the "RELEASEES").

**DEFINITIONS**

In this Release Agreement, the term "the activities" shall include all activities, events, services or use of facilities provided, arranged, organized or conducted by the Releasees including but not limited to: use and/or operation of watercraft and related equipment, and all other related activities, events or services.

**ASSUMPTION OF RISKS**

I am aware that the activities may be dangerous and I am aware of the dangers of the activities. The activities may expose the Participant to many risks, dangers and hazards. These include but are not limited to: entering and disembarking from vessels; wet or icy conditions of docks; failure or malfunction of an engine, hull or equipment; fire; theft; sinking; capsizing; changing weather and water conditions, including currents, waves, rocks, floating debris, submerged debris; other vessels or structures (including collision with other vessels and their waves); falls, loss of balance, drowning, hypothermia, injury (whether mental or physical) or death; whether or not caused by the fault or negligence of other vessels and their operators, **THE RELEASEES** or any other person. **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 ASSOCIATED WITH THE ACTIVITIES.**

**SAFETY**

I have been advised to wear an approved personal flotation device when participating in watersports. Please refer to all rules and guidelines posted by the Releasees.

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.

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

In consideration of my participation in the activities provided by the Releasees and my use of services, equipment and facilities provided by the Releasees, 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 RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, injury, illness, or death, including (without limitation to the generality of the foregoing) brain injury, depression, anxiety, post-traumatic stress disorder, water inhalation, cuts, bruises, loss of limbs, broken bones, inflammation and/or strain of muscles, ligaments and/or tendons, nerve damage or compression, burns, exposure, hypothermia, sunburn, sun stroke, dehydration, fatigue, dizziness, or even 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 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 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 THE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss, personal injury or death to or of any third party (including, without limitation, any passengers on the watercraft or associated with the activities) resulting from my participation in the activities;
3. This Release Agreement shall be effective and binding on 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 of the Province of British Columbia and no other jurisdiction; and
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 Province of British Columbia.

This Release Agreement shall apply to all subsequent activities or related rentals.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of 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 AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

Signature of Participant
Please print name clearly

Signature of Parent or Guardian if Participant under 19
Please print name clearly

Month	Day	Year
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Signature of Witness
Please print name clearly