



SALT SPRING ADVENTURE Co. LTD.
KAYAKING / WHALE WATCHING / PADDLE BOARDING / CYCLING

Important!

BY SIGNING THIS RELEASE, YOU GIVE UP THE RIGHT TO SUE; THIS RELEASE WILL AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

The Salt Spring Adventure Co Ltd. takes every precaution to ensure a safe, fun and educational tour experience. However, like most outdoor adventure operators in Canada, we require that you, the customer, understand the potential risks inherent in the activities we offer. Please sign this release and waiver prior to departure on any Salt Spring Adventure Company tour.

I, THE UNDERSIGNED PARTICIPANT (OR THE PARENT OR GUARDIAN OF THE PARTICIPANT WHERE THE PARTICIPANT IS LESS THAN 19 YEARS OF AGE), **recognize that:**

A) Wilderness Activities and Marine Wildlife Viewing are potentially hazardous activities and have inherent risks, which may include:

- Unpredictability of weather and ocean conditions;
- Psychological and physical reaction to natural forces and conditions;
- Collision with exposed or unexposed hazards including other vessels.
- Delayed returns due to weather conditions;
- Discomfort and/or pain due to exposure to the natural elements, including: sunburns, dehydration, heat exhaustion, sun stroke, insect bites / stings, hypothermia (resulting from prolonged exposure to cold water), accidental drowning
- Physical damage to myself and / or to my property.
- Death

(This list is not an exclusive or exhaustive list of possible injuries or trauma associated with Wilderness Activities and Marine Wildlife Viewing with the Salt Spring Adventure Co. Ltd.)

B) There are risks involved in traveling in the Salt Spring Adventure Co vehicle, or my own vehicle, to and from locations, where courses and activities are held.

C) Although Salt Spring Adventure Co guides have a responsibility to provide a safe outdoor experience, I recognize that they are not infallible. I recognize that they may be unaware of a participant's fitness and abilities, might misjudge the weather, the elements or the terrain, or may give inadequate warnings or instructions. I understand that equipment may malfunction, that I may be walking on uneven and potentially slippery terrain and that accidents can and do occur while walking and hiking at destinations on Salt Spring Island and the surrounding Gulf Islands.

**** Please initial that you have read and understood this page _____**

WITH RESPECT TO ALL ACTIVITIES I UNDERTAKE WITH THE SALT SPRING ADVENTURE CO., AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MATTERS SET OUT ON PAGE ONE OF THIS RELEASE, I, THE UNDERSIGNED PARTICIPANT (OR THE PARENT OR GUARDIAN OF THE PARTICIPANT WHERE THE PARTICIPANT IS LESS THAN 19 YEARS OF AGE) ACKNOWLEDGE AND AGREE THAT:

- 1. I FREELY ACCEPT AND FULLY ASSUME** ALL INHERENT RISKS, DANGERS, AND HAZARDS OF OCEAN KAYAKING AND WILDERNESS CAMPING AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.
- 2. I REPRESENT THAT I HAVE NO PHYSICAL RESTRICTIONS OR MEDICAL CONDITONS** WHICH WOULD PROHIBIT MY PARTICIPATION IN THE ABOVE ACTIVITIES AND ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO ADVISE THE SALT SPRING ADVENTURE Co. OF ANY MEDICAL OR PHYSICAL CONDITIONS THAT I BELIEVE WILL RESTRICT OR OTHERWISE AFFECT MY ABILITY TO CARRY ON SUCH ACTIVITIES. IN ADDITION, I ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO CARRY PERTINENT HEALTH AND MEDICAL INFORMATION ON MY PERSONS AT ALL TIMES.
- 3. THE SALT SPRING ADVENTURE Co ASSUMES NO RESPONSIBILITY** FOR MY HEALTH OR WELL BEING WHILE PARTICIPATING IN THE ABOVE TRIP OR EVENT
- 4. I HAVE ADEQUATE HEALTH, DISABILITY AND LIFE INSURANCE FOR MYSELF AND MY FAMILY**
- 5. I GIVE PERMISSION FOR THE TRANSPORTATION OF MYSELF TO ANY MEDICAL FACILITY** IN THE EVENT OF AN EMERGENCY, AND THAT I AM RESPONSIBLE FOR ALL COSTS OF A RESCUE OR MEDICAL ATTENTION RENDERED TO ME OR ANY DEPENDENTS IN MY CARE ARISING FROM THE ACTIVITIES;
- 6. I RELEASE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE SALT SPRING ADVENTURE Co.,** AND AGREE NOT TO SUE SALT SPRING ADVENTURE Co FOR ANY AND ALL CLAIMS I MAY HAVE AGAINST THE SALT SPRING ADVENTURE Co., WITH RESPECT TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS SUSTAINED BY ME OR MY PROPERTY WHICH IS DUE TO ANY CAUSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF SALT SPRING ADVENTURE Co, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS AND WHICH RESULTS FROM MY PARTICIPATION IN THE ABOVE ACTIVITIES
- 7. I INDEMNIFY AND SAVE HARMLESS** THE SALT SPRING ADVENTURE Co., ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS FROM ANY CLAIMS OR DEMANDS WHICH MIGHT BE MADE AGAINST THE SALT SPRING ADVENTURE Co ARISING OUT OF OR IN CONSEQUENCE OF MY PARTICIPATION IN THE ABOVE ACTIVITIES.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ & UNDERSTOOD THE ABOVE.

NAME(S) _____

SIGNATURE: _____

Address _____

CITY _____ COUNTRY _____

POSTAL / ZIP CODE _____ PHONE # _____

DATE OF BIRTH _____ E-MAIL _____

EMERGENCY CONTACT _____

ALLERGIES / MEDICAL CONDITIONS: _____

PARENT OF LEGAL GUARDIAN IF UNDER 19YEARS _____

Signed this _____ day of _____, 20_____

WITNESS: _____

RIGHT TO USE IMAGE: I acknowledge and consent to photographs and electronic images being taken of me during my participation during Salt Spring Adventure Co. activities. I acknowledge and agree that such photographs and electronic images are owned by Salt Spring Adventure Co. I consent to the Salt Spring Adventure Co. using my image, by any form of media, to promote their activities.

YES NO (please circle one)