

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ THIS CAREFULLY.**

TO: RIVER BAY ADVENTURES, AND ASSOCIATES

DEFINITION:

In this agreement the term "Sea Kayaking Activities" shall include all activities in any way related to kayaking, travel upon and along waterways, beach landings, guiding and instruction, including, but not limited to, orientation and instruction sessions and exercises; transportation or travel to and from program activities; loading and unloading of vehicles or equipment; all activities while participating in the program, and while under contract with River Bay Adventures.

ASSUMPTION OF RISK:

I am aware that Sea Kayaking Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the activities; accidents which occur during kayaking, such as falling into calm or swift moving water, or falls along rough shorelines, exposure to COVID-19 or other contagious virus or disease; negligence of other individuals, negligence of other parties participating in Sea Kayaking Activities and NEGLIGENCE ON THE PART OF RED ROCK ADVENTURE TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH SEA KAYAKING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I am aware that the physical exertion required in Sea Kayaking Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with Sea Kayaking Activities that I should refrain from participation and seek medical advice before undertaking Sea Kayaking Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of River Bay Adventures agreeing to my participation in Sea Kayaking Activities and permitting my use of its equipment and other facilities, and for other good and valuable considerations, 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 have in the future against RIVER BAY ADVENTURES, AND ASSOCIATED, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Sea Kayaking 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, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SEA KAYAKING ACTIVITIES REFERRED TO ABOVE.

_____ Initial Here

2. 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 Sea Kayaking Activities:

3. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick and any litigation involving the parties to this Agreement shall be brought within the Province of New Brunswick.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Sea Kayaking Activities, other than what is set forth in this agreement.

I have read and understood this agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Name (print) _____

Signature _____ Date: _____

Witness (print) _____

Witness Signature _____ Date: _____