

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

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

***This Release Agreement will apply to all my participation in canoeing for a period of 6 months from the date I sign it.***

I Agree (initial) Participant #1	I Agree (initial) Participant #2	I Agree (initial) Participant #3	I Agree (initial) Participant #4	I Agree (initial) Participant #5
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<b>Name of Renter</b>	First	Last
<b>Address of all participants</b>		

**TO: ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP (2003) INC., ISLAND LAKE DEVELOPMENTS LIMITED operating as THREE BEARS LIMITED PARTNERSHIP, ILL LEGACY CAN LTD. and ILL LEGACY, LLC, carrying on business as Island Lake Resort, Island Lake Lodge, Island Lake Catskiing and Mountain Pursuits, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and each of their respective directors, officers, employees, guides, agents, contractors, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

**PERSONAL FLOATATION DEVICE ("PFD")**

**PFD'S ARE PROVIDED WITH EACH CANOE. I UNDERSTAND THAT IT IS STRONGLY RECOMMENDED THAT ALL PERSONS WEAR A PFD. I AM FAMILIAR WITH THE PROPER FIT AND USE OF A PFD. I UNDERSTAND ISLAND LAKE LODGE STAFF ARE AVAILABLE TO ANSWER QUESTIONS I MAY HAVE AS TO THE PROPER USE AND FIT OF A PFD.**

**ASSUMPTION OF RISKS**

I am aware that participating in canoeing will expose me to many risks, dangers and hazards including but not limited to: drowning; slips, trips and falls; overturning or capsizing of canoes; being trapped under the canoe or debris; being entangled by debris or objects in the water; hypothermia; variable or unknown water depths; collisions with other canoes or objects above or below the water; overloading the canoe; inexperience paddling or maneuvering a canoe; being struck by a canoe, paddle or other object; failure of equipment, including a PFD; strain or injury from lifting or moving a canoe; encounters with wild animals including bears; negligence, inattention or inexperience of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF CANOEING.**

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN CANOEING, AND I AGREE I FREELY AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS ARISING THEREFROM.**

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

In consideration of **THE RELEASEES** allowing me to participate in canoeing and use the canoe and other equipment, I hereby agree

**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 heirs, next of kin, executors, administrators, assigns and representatives may suffer as a result of my participation in canoeing **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 INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF CANOEING.**

- 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 canoeing;
- 3. This Release Agreement shall be effective and binding upon 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 Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.
- 5. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 participating in canoeing, other than what is set forth in this Release Agreement.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in canoeing. I further agree it is my responsibility to supervise the minor's participation in canoeing, including their use of a PFD.

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

	Print Participant Name	Age	Signature of Participant (age 19+) or Parent/Legal Guardian	Print Name Parent/Legal Guardian if applicable
1.				
2.				
3.				
4.				
5.				

Signature of Witness	Print Name of Witness
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