

**BAYMOUNT OUTDOOR ADVENTURES SEA KAYAKING ACTIVITIES – ADULT WAIVER**

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

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

**PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

**TO: BAYMOUNT OUTDOOR ADVENTURES INC., (His Majesty the King in the Right of the Province of New Brunswick)** and its (their) directors, officers, parent companies, officials, employees, guides, agents, independent contractors, subcontractors, other participants, advertisers, sponsors, owners and/or leaseholders of the premises used to conduct the program, sanctioning bodies, medical personnel or rescuers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**").

**DEFINITION**

In this Release agreement the term "Sea Kayaking" shall include but is not limited to: all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees in any way related to sea kayaking, and shall include travel upon and along the coastline, guiding and instruction, including, but not limited to, orientation and instruction sessions and exercises; travel to and from program activities; all activities while participating in the program, and while under contract with Baymount Outdoor Activities Inc.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, or sea kayaking tour operator would use under similar circumstances, or breach of any other duty of care imposed by law.

**ASSUMPTION OF RISKS**

Participation in Sea Kayaking Activities involves various risks, dangers and hazards including the risk of serious injury, paralysis or death. Sea Kayaking Activities often take place in remote locations, where assistance, medical and first aid services and evacuation may not be readily available, and communication may be difficult or not possible. The risks, dangers and hazards that may be encountered include, but are not limited to: accidents which occur during transportation or travel to and from the departure point; slips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact or collision with objects; cold water immersion; repetitive strain injuries; dislocated shoulders; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; all forms and sources of illness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence on the part of other participants; **and NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SEA KAYAKING ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN SEA KAYAKING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL ILLNESS, INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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

In consideration of the Releasees allowing me to participate in Sea Kayaking Activities as defined in this Release Agreement, 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 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 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SEA KAYAKING ACTIVITIES REFERRED TO ABOVE;**

- 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. 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 Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of New Brunswick, and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of New Brunswick, and shall be within the exclusive jurisdiction of the Courts of that province.

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 Sea Kayaking Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT, AND 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.**

Printed Name: \_\_\_\_\_ Signature of Participant: \_\_\_\_\_

Address: \_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City: \_\_\_\_\_ Prov./Territory/State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Print Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_