

# Ottawa River Adventures

THIS IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY

INITIAL HERE

## PLEASE PRINT CLEARLY

Participants First Name \_\_\_\_\_ Participants Last Name \_\_\_\_\_

Apt # \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ Province/State \_\_\_\_\_ Postal Code \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ E-Mail \_\_\_\_\_

**To:** Ottawa River Adventures, its owner/operator and guides will hereinafter be known as the "releasees".

### Definition

In this agreement the term "Adventure Activities" shall include all activities in any way related to the whitewater river boating trip and all other recreational activities offered by the Releasees including but not limited to, instruction sessions and orientation, transportation or travel to and from the river, loading and unloading of the vehicles and boats, camping, hiking, fishing, back country travel, cliff jumping and all recreational activities offered. All the activities hereinafter shall be referred to as "Adventure Activities".

### Acknowledgement- Whitewater / Boating Safety

I acknowledge that Adventure Activities are not recommended for people who are pregnant or with medical conditions involving the neck and back. I acknowledge that I have been advised to wear a helmet and life-jacket while participating in Adventure Activities. Instruction in the proper use of the helmet and life-jacket is available from the guides. I am aware that the physical exertion required by Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Adventure Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Adventure Activities.

### ASSUMPTION OF RISKS

I am aware that Adventure Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of the boat; sudden violent and unexpected movement of the boat; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water, falling from the boat into long sections of continuous rapids; impact or collision with rocks, trees, logs, dead-fall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; vehicle, vessel, and equipment failure; variation in water conditions, surfaces and currents; and negligence of other boaters. I am also aware that fishing, hiking, camping, cliff jumping, and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions, negligence of other participants. Communication in the back country terrain is difficult, and in the event of an accident and rescue, medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ADVENTURE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ADVENTURE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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TURN OVER

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

In consideration of the releasees agreeing to my participation in the Adventure Activities and permitting my use of their equipment, vehicles and other river facilities (hereinafter referred to as the “adventure facilities”), 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 or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Adventure 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ADVENTURE ACTIVITIES REFERRED TO ABOVE;

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- 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 participation in Adventure Activities;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. That this Agreement shall be governed and interpreted in accordance with the laws of the province of Ontario; and
- 5. That any litigation involving the parties to this Agreement shall be brought within the province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the province of Ontario.
- 6. **MEDIA RELEAS-** I consent to photographs and video taken of me during my participation in the Adventure Activities, and to publication of the photo and video by the operators for advertising, promotional and marketing purposes.
- 7. **MARINE LIABILITY ACT:** The Marine Liability Act, S.C.2001,c.6, may limit the liability of operators in the event of an accident resulting in injury or death.

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 Adventure Activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signature of Participant \_\_\_\_\_ Print Name Clearly \_\_\_\_\_

Signature of Parent or Guardian if Participant is under 18 years old \_\_\_\_\_

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

Witnessed by \_\_\_\_\_ Group Organizers name \_\_\_\_\_