

# ELORA RAFT RIDES – RIVERBUG GAMES

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.

INITIAL HERE

FIRST NAME OF PARTICIPANT

LAST NAME OF PARTICIPANT

APT #

STREET ADDRESS

CITY

PROV/STATE

POSTAL/ZIP CODE

AREA CODE

HOME PHONE

E-MAIL

DATE OF BIRTH

To: **ELORA RAFT RIDES o/b Ken Thompson** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "RELEASEES").

## DEFINITION

In this agreement the term "Activities" shall include all activities, be they commercial or non-profit in manner, in any way related to the use of one man inflatable cata-rafts called RiverBugs offered by the RELEASEES under the brand name of RiverBug Games including, but not limited to, orientation and instruction sessions, recreational and competitive games, or charitable events (hereinafter referred to as "ACTIVITIES").

## ACKNOWLEDGEMENT – RIVERBUG GAMES SAFETY

I am aware that the physical exertion required by 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 ACTIVITIES. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the ACTIVITIES.

## ASSUMPTION OF RISKS

I am aware that ACTIVITIES involve many risks, dangers, and hazards including, but not limited to: the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by equipment; impact or collision with other vessels, and other boating equipment; equipment failure; variation in the water conditions and surfaces; and negligence of other boaters and rafters. 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 ACTIVITIES.

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

In consideration of THE RELEASEES agreeing to my participation in the Activities and permitting my use of their equipment, vehicles, parking and other river rafting facilities (herein after referred to as the "rafting facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

INITIAL HERE

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 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 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 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 by 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. PHOTO RELEASE – I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs 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 the 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 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 UNDER 18 YEARS OLD) \_\_\_\_\_

SIGNED THIS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

SIGNATURE OF OFFICE WITNESS \_\_\_\_\_

GROUP ORGANIZER NAME \_\_\_\_\_