



Release of Liability and Assumption of Risks Agreement for Blue Planet Kayaking Adventures Ltd.

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

PLEASE PRINT IN INK.

I _____ (name) hereby acknowledge and agree that in consideration of being permitted to participate in sea kayaking, camping, hiking, whale watching, mother ship tours, bear watching and any other programs (hereinafter referred to as "Programs") organized by BLUEPLANET Kayaking Adventures (herein referred to as BPK):

1. do hereby release BPK, its directors, employees, independent contractors and agents (all of whom are hereinafter collectively called "the Releasees") from all liability, and do hereby waive as against BPK and the Releasees all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses or damages of any kind, including but not limited to consequential damages which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid Programs, notwithstanding that such injuries or losses may have been caused by the negligence of BPK and /or the Releasees.

2. And, I do hereby acknowledge and agree:

- a. that the Programs organized by BPK, are very dangerous, exposing participants to many inherent risks and hazards, including but not limited to: loss or damage of personal property, immersion in cold water, hypothermia, drowning, inclement weather, slipping and/or falling, encounters with wild animals, travel by boat, travel by automobile, forces of nature, crime, civil unrest, injury or illness in remote areas without means of rapid evacuation or adequate medical care supplies, equipment or facilities.
- b. That, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury or death, as well as property loss.
- c. That some of the aforesaid risks are foreseeable but others are not.
- d. That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for and participation in the aforesaid Programs organized by BPK, shall be entirely at my own risk;
- e. That I am personally responsible for my preparation prior to joining the BPK's Programs. Such preparation will include and not be limited to; (i) my health and fitness, (ii) securement of adequate prerequisite knowledge of ocean, trail, beach and forest hazards, and skills to meet program requirements, (iii) the adequacy of equipment that I will be using for the Programs and as well as any other equipment that will be used in association with the activities I will be participating in;
- f. That while I recognize that BPK and the Releasees will make every reasonable effort to minimize exposure to known risks, that I have a personal responsibility to learn and follow safety rules and procedures established by my leaders/instructors and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in any activity;
- g. That I will refrain from the consumption of mind altering drugs while participating in BPK' Programs;
- h. that I have carefully read this Release of Liability and assumption of risk Agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- i. that I understand clearly that by signing this release, I will be forever prevented from suing or otherwise claiming against BPK, and the Releasees for any loss or damage connected with any property loss or personal injury or any other losses or damages of any kind, including but not limited to consequential damages, that I may sustain while participating in, or preparing for any of the Programs organized by BPK;

- j. that I understand and agree any legal proceedings in which I may pursue must take place in the jurisdiction of British Columbia, Canada;
- k. that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- l. that I release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that of my next of kin may suffer as a result of my participation in the trip due to any cause whatsoever, including breach of contract, or breach of any Statutory or other duty of care.
- m. that I understand clearly that BPK would not permit me to participate in any Programs organized by the company, whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in Programs organized by BPK to be effective.
- n. That BPK has my expressed written consent to use any and all photos, videos, quotes or other forms of media of myself for promotional materials deemed necessary by BPK.
- o. That this RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT is binding on my heirs, my executors, administrators, personal representatives and assigns;
- p. That I understand clearly that BPK is and shall be deemed acting for itself and as agent on behalf of and for the benefit of the Releasees of BPK for the purpose set out in the above stated clauses of this agreement; and
- q. That I am of sufficient age and mental capacity to sign this RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT.

Initial : _____

Signature of participant: _____

Dated at _____ (place) _____ this _____ day of , _____ 200__.

Witnessed by (print name): _____ Signature of Witness: _____

TO BE COMPLETED BY PARENT OR GUARDIAN FOR APPLICANTS UNDER THE AGE OF NINETEEN (19)

I am the parent or Guardian of the applicant. I acknowledge that both the applicant and I have read the RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I further acknowledge that by signing this agreement, the applicant understands, appreciates, freely accepts and fully assumes the risks, dangers and hazards referred to in this agreement, and that the applicant agrees not to sue or commence any legal proceedings against the RELEASEES in respect of any loss, damage, injury or expense resulting from the said risks, dangers and hazards. As parent or legal guardian of the Applicant, I HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS that I may have or may have in the future against RELEASEES and to RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage or expense that I may sustain as a result of the applicants participation in Programs, due to and cause whatsoever. I further agree to INDEMNIFY AND SAVE HARMLESS AND LEGAL TALK, the RELEASEES from against all actions, claims proceedings for damages, which I may hereafter be brought by or on behalf of the Applicant against the Releasees in respect of any loss, damage, injury or expense sustained by the Applicant resulting from the use of or presence or participation in the Programs organized by BPK.

Signature of Parent/Guardian:

Dated at _____ (place) _____ this _____ day of , _____ 200__.

Witnessed by (print name) : _____ Signature of Witness: _____