WAIVER, RELEASE & INDEMNITY

Authorized by Shubenacadie Tidal Bore Rafting Resort Limited

1. APPLICATION This waiver shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by SHUBENACADIE TIDAL BORE RAFTING RESORT LIMITED (hereinafter referred to as the "Operator"), including without limitation; river rafting, jet boating, fishing, paintball, mud sliding, hiking, backpacking, back country travel, orientation and instruction sessions, transportation or travel to & from any of the foregoing activities, and the loading & unloading of vehicles, rafts & watercraft (hereinafter collectively referred to as "the Activities").

2. ACKNOWLEDGMENT & ASSUMPTION OF RISK: By signing this Waiver the undersigned hereinafter referred to as the "Participant" hereby agrees & acknowledges that through his/her participation in any one or more of the Activities, he/she is exposing himself/herself to the inherent risks, dangers & hazards directly & indirectly associated with the Activities, including, without limitation,: boating or rafting accidents; equipment failure; entrapment by trees, logs, rocks or equipment; impact or collision with rocks, trees, logs, dead fall, vessels or equipment; encounters with animals; hypothermia; direct interaction with natural elements including, rock slides, high winds & extreme weather conditions; negligence of boaters, rafters & other customers of the Operator; travel over treacherous terrain; becoming lost or separated from the Participant's guide or group; lack of readily accessible medical facilities & treatment; & lack of readily accessible communications measures. Further the Participant acknowledges that the physical exertion required by certain of the Activities can cause or aggravate pre-existing physical injuries, conditions, symptoms or defects. Notwithstanding all of the foregoing, by reading & signing this Waiver the Participant freely accepts & agrees to fully assume all risks, dangers, & hazards associated with the Activities & the possibility of injury, death, property damage or any other loss that may be associated therewith or result therefrom. In signing this waiver the Participant acknowledges that he/she is not relying on any oral or written representation or statements made by the Releasees with respect to the safety of the Activities, other than what may be expressly contained in this Waiver.

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY: In consideration of the Operator agreeing to the Participant's participation in the Activities & permitting the Participant's use of it's equipment, vehicles, parking & other facilities, the {participant hereby agrees to:

(a) waive any & all claims that the Participant may have or may in the future have against the Operator, its successors & assigns, & as applicable its shareholders, directors, officers, employees, agents, guides, instructors & representatives (all of whom are are hereinafter collectively referred to as the "Releasees") & to release & forever discharge the Releasees from any & all liability for any loss, damage, expense, or injury, including death, that the Participant may suffer or that his/her next of kin may suffer as a result of the Participant's participation in the Activities, due to any cause, including without limitation negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed by the Releasees under *Occupiers' Liability Act;* and **(b)** hold harmless & indemnify the Releasees from any & all liabilities for any property damage or personal injury to any & all liability for any property damage or personal injury to any third party resulting from the Participant's participation in the Activities

4. GOVERNING LAW This Waiver & any rights, duties & obligations as between the parties hereto shall be governed by & interpreted solely in accordance with the laws of the province of Nova Scotia the courts of the province of Nova Scotia shall have exclusive jurisdiction with respect to the subject matter hereof.

5. BINDING NATURE This waiver shall be effective & binding upon the undersigned & as applicable his/her heirs, executors, administrators & personal representatives.

6. PHOTO RELEASE: By signing this Waiver, the participant hereby provides his/her express consent & authorization to the Operator utilizing, at its sole discretion, for its advertising, promotional, & marketing purposes, any photographs taken of the Participant during his/her participation in the Activities.

THE PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ AND UNDERSTOOD THIS WAIVER PRIOR TO SIGNING IT, AND THAT HE/SHE IS AWARE THAT BY SIGNING THIS WAIVER HE/SHE IS WAIVING CERTAIN LEGAL RIGHTS WHICH HE/SHE HAVE OR, AS APPLICABLE, THE PERSONS REFERRED TO IN PARAGRAPH 5 MAY HAVE, AGAINST THE RELEASEES.

Signed this____day of_____, 20___. Name of Participant (PRINT)_____

_____Phone #_____
Signature of Participant (or guardian if Participant is under 18 years of age)

_____
Mailing Address of Participant Zip/Postal Code Country

_____
Email Address

_____
Signature of Witness to Participant's Signature PRINT SIGNATURE OF WITNESS