

WAIVER, RELEASE & INDEMNITY

TO: 3292609 NOVA SCOTIA LIMITED

operating as SHUBENACADIE TIDAL BORE RAFTING RESORT hereinafter referred to as “The Operator”.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND AGREE TO ASSUME LEGAL OBLIGATIONS. **PLEASE READ CAREFULLY.**

Name: _____ Age: _____

Address: _____ Unit / Apt #: _____

City: _____ Province / State: _____ Postal / Zip Code: _____

Country: _____ Email: _____

This agreement applies to all activities in any way related to the river rafting trip, mud sliding, swimming, jet boating, fishing, canoeing, kayaking, hiking, backpacking, mountain biking, back country travel, orientation and instruction sessions, transportation and travel to and from any of the foregoing activities, and the loading and unloading of vehicles, rafts and watercrafts (hereinafter collectively referred to as “The Activities”).

ACKNOWLEDGEMENT & ASSUMPTION OF RISKS: I am aware that “The Activities” involve many risks, dangers, and hazards including, but not limited to: boating or rafting accidents; equipment failure; entrapment by trees, logs, rocks or equipment; impacts or collision with rocks, trees, logs, vessels or equipment; encounters with animals; extreme weather; hypothermia; drowning; negligence of boaters, rafters and other customers of “The Operator”; travel over treacherous terrain; lack of readily accessible medical facilities; and lack of readily accessible communications measures. Further, I acknowledge that the physical exertion required by “The Activities” can cause or aggravate pre-existing physical injuries, conditions, symptoms or defects. I am also aware that there is a risk of NEGLIGENCE, BREACH OF CONTRACT and BREACH OF STATUTORY DUTY ON THE PART OF “THE OPERATOR”, INCLUDING THE FAILURE OF “THE OPERATOR” AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF “THE ACTIVITIES”. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Initial: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS & IDEMNITY: In consideration of “The Operator” agreeing to my participation the “The Activities” and permitting my use of its equipment, vehicles, parking and other river rafting and outdoor adventure facilities (hereinafter referred to as “rafting and outdoor adventure facilities”), I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS known and unknown that I may have or may in the future have against “THE OPERATOR” AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the “**RELEASEES**”) AND TO RELEASE THE “RELEASEES” and their agents, successors, and assignees 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 “**The 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**” AND “**RAFTING AND OUTDOOR ADVENTURE FACILITIES**”.

Initial: _____

I agree 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 “The Activities” and “Rafting and Outdoor Adventure Facilities”. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

GOVERNING LAW: This agreement shall be governed and interpreted in accordance with the laws of the Province of Nova Scotia and any litigation involving the parties to this agreement shall be brought within the Province of Nova Scotia.

PHOTO / VIDEO RELEASE: I consent to photographs and videos being taken of me during my participation in “The Activities”, and to the publication of these materials by “The Operator” at its sole discretion for marketing purposes, without remuneration.

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 assuming legal obligations, and I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE “RELEASEES”.

Signed this _____ day of _____ year _____

Participant Signature: _____

Parent/Guardian Signature: _____ Parent / Guardian Name: _____
(if participant is under 18 years of age)

Signature of Witness: _____ Witness Name: _____