

WILDCOAST ADVENTURES LTD.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT BY SIGNING THIS DOCUMENT YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE - *PLEASE READ CAREFULLY!*

TO: WILDCOAST ADVENTURES LTD., and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, contractors, subcontractors, successors and assigns (collectively, the "Releasees")



IN CONSIDERATION of the Releasees allowing me to participate in the Activities and permitting my use of their equipment and facilities, and for other good and valuable consideration (the receipt and sufficiency of all of which I hereby acknowledge and will not deny), I hereby agree as follows:

DEFINITION - This Agreement shall apply to all activities, events, or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: kayaking; stand up paddle boarding; hiking; swimming; snorkeling; backpacking; camping; walking on slippery beaches; sightseeing orientation and instructional classes and sessions; clinics; programs; camps; multi-day trips; guided activities; tours; transportation or travel to and from locations used for the Activities; transportation or travel by motorized boats; loading and unloading of boats (collectively, the "Activities").

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I covenant, acknowledge, understand and agree that:

1. I am voluntarily participating in the Activities, the Activities have been explained to me, and I enquired about any aspect that was not clear to me.
2. I have been advised to and will wear a personal flotation device (lifejacket) at all times while in the kayak or other boats.
3. Consumption of alcohol during the Activities is not permitted, the Releasees have requested that I do not consume alcohol prior to or during the Activities.
4. The Releasees are under no obligation to provide a physical examination or require other evidence of my fitness, the same being my sole responsibility; it is also my responsibility to determine if I need to speak with my treating physician(s) regarding the advisability of my participation in the Activities.
5. Participation in the Activities occurs in remote places without medical facilities and subject to the forces of nature and involves risks, dangers and hazards including, but not limited to: slips and falls while boarding or disembarking from the watercraft; overturning of the watercraft; loss of balance while in the watercraft; falling from the watercraft; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves and tides; changing and inclement weather conditions including storms, high wind and lightning; entrapment by trees, logs, rocks or equipment; collision with rocks, trees, logs, deadfall, boating equipment and other watercraft, or motorized vehicles; equipment failure; accidents that occur while hiking, backpacking and camping including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks; impact with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the trails; encounters with wild and domestic animals (land and marine); becoming lost or separated from one's guide, instructor or party; failure to act safely or within one's ability or to stay within designated areas; and negligence of other persons. The extent of the risk for injury is also dependent on my physical and mental condition, and the degree of care and skill which I apply during my participation in Activities. I AM AWARE THAT ONE OF THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, SOME OF WHICH ARE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY

DAMAGE OR LOSS RESULTING THEREFROM. MY PARTICIPATION IN THE ACTIVITIES IS CARRIED OUT AT MY SOLE RISK.

6. The Marine Liability Act, S.C. 2001. c.6, may limit the liability of the Releasees in the event of an accident resulting in injury or death.
7. The Releasees may not have medical or liability insurance to cover me in the event of injury, accident, illness or death, property loss or other occurrence in connection with the Activities. The Releasees are relying on this Agreement in permitting me to engage in the Activities. Neither the provision of the Activities nor anything contained in this Agreement shall be deemed to be an admission of liability on the part of the Releasees or any of them.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY - On behalf of myself, my heirs, next of kin, executors, successors, administrators, assigns, personal representatives and whomever else may have an interest either at common law or by operation of statute (collectively, the "Releasor Parties"), I hereby:

1. WAIVE ANY AND ALL actions, causes of action, claims, suits, proceedings, debts, contracts, complaints, demands, damages, interest, costs, judgments, expenses, or compensation, including, without limitation, any claims for economic loss, criminal or administrative charges and penalties, damages to third party, or loss of any kind and howsoever arising, whether known or unknown, suspected or unsuspected, whether arising in law or in equity, whether at common law, under any legislation, or otherwise (collectively, "Claims") that I or the Releasor Parties have or may in the future have against the Releasees;
2. RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR CLAIMS AND AGREE NOT TO SUE; and
3. HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all Claims, including without limitation,)Claims which may be made by or on behalf of any person entitled to claim under the *Family Compensation Act* (B.C.) or similar legislation,



in each case for any and all personal injury, death, property damage or loss sustained by me or any third party during or as a result of my participation in the Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION: (A) 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*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE OF THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS REFERRED TO ABOVE; AND (B) ANYTHING I DO CONTRARY TO OR IN BREACH OF THE TERMS OF THIS AGREEMENT.

I further agree that if I take any steps which result in a Claim, including without limitation, any third party Claims, being made against me or the Releasees, in respect of any matters which are the subject of this Agreement, I shall INDEMNIFY AND HOLD HARMLESS the Releasees from any such Claims which result therefrom, including an indemnity for any and all actual legal costs (on a solicitor and client basis) incurred by the Releasees, in respect of any such ensuing Claims; and, I agree to notify Wildcoast Adventures Ltd. promptly if I become aware of any Claim or any problem which might reasonably be expected to give rise to a Claim.

Any covenant or provision hereof determined to be void or unenforceable in whole or in part will be deemed not to affect or impair the validity or enforceability of any other covenant or provision hereof and the covenants and provisions hereof are declared to be separate and distinct. I agree that this Agreement will be effective and binding on me and the Releasor Parties, and, without limiting the foregoing, all persons entitled to claim under the *Family Compensation Act* (B.C.) or similar legislation. This Agreement shall be governed by the laws of British Columbia, and the courts of British Columbia shall have exclusive jurisdiction to determine any disputes concerning this Agreement.

In entering into this Agreement, I confirm that I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement, with respect to the safety of the Activities or otherwise, and agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Releasees and myself, and that this Agreement shall not be affected or altered by any subsequent oral or written representations made by the Releasees. I acknowledge that the facts in respect to which this Agreement is made may prove to be other than or

different from the facts now known by me, or believed by me to be true, and I expressly accept and assume the risk of the facts being different and agree that all of the terms of this Agreement are not subject to termination or rescission by any discovery of any difference in the facts. I have been given the opportunity to have this Agreement examined by a lawyer of my choice representing my interests, and I knowingly and voluntarily waive that right, if not exercised.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, NEXT OF KIN, EXECUTORS, SUCCESSORS, ADMINISTRATORS, ASSIGNS AND PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

Name of Participant	Signature of Participant	Date