

# Voyageur Adventures Inc. WAIVER FORM

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

Please carefully read this release and sign below as an indication that you have read and understood its contents.

### DEFINITION

In this agreement the activities shall include all activities in anyway related to the programs of Voyageur Adventures Inc. including canoeing, camping, backpacking, hiking, swimming, and walking including, but not limited to orientation and instruction sessions, transportation or travel to and from the river, lake or ocean launch site, loading and unloading of vehicles and watercraft, and all recreational activities offered (hereinafter referred to as 'The Activities').

### ACKNOWLEDGEMENT – SAFETY

Proper clothing, including footwear, equipment and proper use of equipment is necessary to ensure the safety and comfort of participants. Required personal gear to bring and/or wear during the activities has been outlined in the registration process. Cooperation from participants is necessary for a safe and enjoyable program. Failure to comply with leaders' instructions may result in injury to participants or others. Participants who exhibit negative or uncooperative behaviour that could endanger themselves or others may be sent home.

I acknowledge that I have been advised to wear a lifejacket during water activities, and any and all proper safety equipment associated with these activities. Instruction in the proper use of a lifejacket is available from the guides. I am aware that the physical exertion required by the 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 or medication 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 these activities.

### ASSUMPTION OF RISKS

I am aware the activities involve risks, dangers, or hazards including, but not limited to: accidents which may occur during transportation or travel to and from all activities; the overturning or upsetting of boats; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; high winds; equipment failure; variation in the water conditions, surfaces and currents; road traffic; trail conditions; encounters with domestic or wild animals; and negligence of other participant(s). I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR 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.

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

In consideration of my participation in these activities promoted by Voyageur Adventures Inc, I hereby for myself, heirs, executors, administrators, and assigns, RELEASE AND FOREVER DISCHARGE Voyageur Adventures Inc, their officers, managers, servants, agents and leaders, (all of which are referred to as the "Company") from any and all lawsuits or actions, claims or demands by reason of any damage, loss, death or injury to myself or to my property arising from my participation in the activities notwithstanding that the same may have been contributed to or occasioned by the negligence of the Society and the guide assisting in the activity.

I AGREE to save, hold harmless and indemnify the Company and their guides, from and against all lawsuits, claims, actions, costs or expenses in respect to any death, injury, loss or damage to myself or my property howsoever caused arising out of, or in connection with, the activities and whether the same may have been contributed to or occasioned by the negligence of the Society and the guides.

I RECOGNIZE AND ACKNOWLEDGE that there are inherent risks and hazards involved in participating in the activities and have read and understand the paragraph 'Assumption of Risks' above. I AGREE to assume all such risks and hazards, and I further agree to bear all costs of rescue or medical attention rendered to me personally arising from the activities.

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incidental to my minor child's involvement or participation in these programs as provided above.

PARENT/GUARDIAN \_\_\_\_\_ EMERGENCY PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_