

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (the "Agreement"). BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY!**

INITIAL

Name
Address
Phone & E-mail
How did you hear about us?

**TO: Glacier Raft Company Ltd., Glacier Raft Adventures Ltd., any affiliated, associated or related corporations or legal entities, and to the Directors, Officers, Employees, Agents, Guides, Instructors, Independent Contractors, Sub-Contractors and Representatives of each (hereinafter collectively called "the Operator"); and**  
**TO: Her Majesty The Queen In Right Of The Province Of British Columbia (hereinafter "the Province")**

**DEFINITION**

In this Agreement the term "Rafting Activities" means all activities in any way related to, associated with or connected with the rafting trip including, but not limited to; orientation and instruction sessions, all transportation or travel to and from the water, loading and unloading of vehicles, trailers and rafts, and all activities while on or near the water or the water shore.

**ACKNOWLEDGEMENT – RIVER RAFTING SAFETY**

I acknowledge being advised to wear a helmet and lifejacket while river rafting. Instruction as to the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required of river rafting and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. *I have been advised, and I acknowledge that I am hereby advised again, by the Operator that I should seek medical advice before participating in any Rafting Activities if I know or suspect that my physical condition may be incompatible with rafting.*

**ASSUMPTION OF RISKS**  
 I am aware that Rafting Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts; falling from or out of the raft while on the river; impact or collision with rocks, trees, logs, deadfall, other boats, and rafting equipment; encounters, with domestic or wild animals; negligence of other rafters and **NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RAFTING ACTIVITIES.** I am aware that the risks, dangers and hazards of river rafting contribute to the enjoyment and excitement of the sport. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RAFTING 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 the Operator agreeing to my participation in Rafting Activities and permitting my use of the Operator's equipment, vehicles, parking and other rafting facilities (hereinafter referred to as the "rafting facilities") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **the Operator and the Province**, (hereinafter referred to as the "Releasees") **AND TO RELEASE THE RELEASEES** 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 Rafting 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**, R.S.B.C. 1996, c.337, 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 RAFTING ACTIVITIES REFERRED TO ABOVE;
- 2. 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 Rafting Activities;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
6. Without recourse, I irrevocably agree that my image and voice may be recorded and edited in photographs, videos or otherwise, are the sole property and copyright of the Operator, and may be published, sold and used in any way.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Operator or by the Releasees with respect to the safety of Rafting Activities, other than what is set forth in this Agreement.

**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 waiving certain legal rights, including the right to sue, which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Operator and the Releasees.**

Signed this ____ day of _____, 20____	Signature of participant
Signature of Witness	Print name Clearly