

ASSUMPTION OF RISKS, WAIVER AND RELEASE OF CLAIMS, INDEMNITY AGREEMENT and RENTAL AGREEMENT (herein called the “Agreement and Release”)

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

TO: Outer Coast Outfitters and its partners, officers, directors, employees, agents, representatives, managers, trainers, instructors, volunteers, independent contractors, contractors, suppliers, sponsoring agencies, sponsors, and advertisers, successors and assigns and any other person, organization or entity involved in the herein defined Activities, herein collectively called the “**Releasees**”.

RE: All activities, events, or services provided, arranged, organized, sponsored or authorized by any of the Releasees, including, but not limited to: canoeing; camping; hiking; snowshoeing; backpacking; wilderness navigation and orientation; stand-up paddle boarding; swimming; instruction, courses, seminars or sessions; meals; day tours; multi-day trips; loading and unloading of boats and motor vehicles; transportation or travel to, during and from Activities; accommodation in relation to the Activities; rental of equipment (herein called the “**Equipment**”) for such activities, including but not limited to: snowshoes, kayaks, canoes, stand-up paddle boards, camping equipment, first aid kits, and communication equipment; and other activities, events and services in any way connected with or related to the foregoing (herein called the “**Activities**”).

Date(s) of Trip: _____ **Type of Trip:** _____

Rental Agreement: I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

Safe Use of Equipment: I, the undersigned participant, acknowledge that I have been advised to wear an approved personal safety device or devices while using the Equipment and to carry other appropriate safety equipment. I am familiar with the proper use of the Equipment. I am aware that there are technicians available to answer any questions I may have as to proper use of the Equipment.

Assumption of Risks: I am aware that the Activities and rental of the Equipment involve many **RISKS AND DANGERS**. I understand that known and unknown risks and dangers associated with my participation in the Activities may result in **INJURY, DEATH**, property damage or loss, which may be caused or contributed to by the **NEGLIGENCE OR CARELESSNESS** of others, including but not limited to **NEGLIGENCE ON THE PART OF THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT**.

These risks include, but are not limited to: drowning; spinal cord injuries which may render me permanently paralyzed; injuries from failing to participate in the Activities safely or within one’s abilities, or from failure to properly use any piece of Equipment or tool, or from the mechanical failure of any piece of Equipment or tool; injuries related to changing and inclement weather conditions and variations in environmental conditions, such as slippery or unstable surfaces, falling branches or trees, or uneven terrain; injuries from encounters or confrontations with domestic or wild animals; hazards arising out of misidentification of wild food or medicinal items; remote locations and inability to get rescue or medical assistance quickly; risks associated with transport to, during and from Activities; campfire, pressurized cooking fuels and appliances, kitchen equipment, and hot liquid.

PRE-EMPTIVE RELEASE & RENTAL AGREEMENT – ADULT

Release of Liability, Wavier of Claims and Indemnity Agreement: In consideration of the Releasees allowing my participation in the Activities and agreeing to rent me Equipment, I acknowledge and agree on behalf of myself, my heirs, assigns, personal representatives and next of kin, that:

1. **I ASSUME AND ACCEPT, WITHOUT LIMITATION, ALL RISKS AND DANGERS** associated with my participation in the Activities and use of the Equipment.
2. **I ASSUME FULL RESPONSIBILITY** for understanding and following the rules and safe practices associated with the Activities and use of the Equipment, and for my personal safety.
3. **I WAIVE ANY AND ALL CLAIMS** against the Releasees and the Equipment manufacturers and distributors arising from or connected, directly or indirectly, with my presence at, or participation in, the Activities, or use of the Equipment.
4. **I RELEASE** the Releasees, from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur by reason of my presence at, or participation in, the Activities or my use of the Equipment, due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES, OR OTHER PARTICIPANTS, OR ANYONE ELSE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT**, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.
5. I will **INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else in connection with my presence at, or participation in, the Activities or use of the Equipment.
6. The laws and courts of the Province of British Columbia shall exclusively govern this Agreement and Release and its terms, except for enforcement of the Releasees' right to indemnity which shall be in the forum of convenience chosen exclusively by the Releasees at its sole option.
7. If any provision of this Agreement or Release is invalid or unenforceable, the remainder of the Agreement and Release continues in effect.

I, THE UNDERSIGNED PARTICIPANT, HAVE READ THIS DOCUMENT THOROUGHLY. In entering into this Agreement and Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities or my use of the Equipment, other than what is set forth in this Agreement and Release. **I UNDERSTAND THAT, BY SIGNING IT, I WILL GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THAT THE RELEASEES ARE RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ACCEPTING MY PARTICIPATION IN THE ACTIVITIES AND ALLOWING ME TO USE THE EQUIPMENT.**

*Please bring this document with you **UNSIGNED** on the day of departure. Outer Coast Outfitters will collect your signature from you prior to departure.*

Date

Signature of Witness

Name of Witness (please print)

Signature of Participant

Name of Participant (please print)