



## ECOMARINE OCEAN KAYAK CENTRE RELEASE OF CLAIMS

***Warning: By signing this you give up the right to sue***

TO: Ecomarine Products Ltd. (doing business as Ecomarine Ocean Kayak Centre at Jericho Sailing Centre and at Granville Island and the Coastal Kayaking School), Jericho Sailing Centre, Vancouver Parks Board, Vancouver Port Authority (all herein referred as "Ecomarine"), 1668 Duranleau Street, Vancouver, B.C. V6H 3S4. Phone (604) 689-7575

I am aware that kayaking is a hazardous activity and has, in addition to the usual dangers and risks inherent in boating activities, additional dangers and risks, which include: unpredictability of weather and ocean conditions; psychological and physical reaction to extreme natural forces and conditions; and collision with exposed or unexposed hazards including vessels. I am also aware that there are additional risks in traveling to and from locations where course and activities are held (all such usual and additional dangers and risks herein collectively called the "inherent risks").

I acknowledge that the enjoyment and excitement of kayaking is derived in part from the inherent risks.

In consideration of doing business with Ecomarine Products Ltd., including affiliated companies and all officers, employees, guides, instructors, agents and representatives, and in consideration of Ecomarine permitting me to participate in its courses and activities and to use or rent its equipment, including motor vehicles used for travel to and from any location at which such courses, activities and use of equipment may occur (the "Activities"), I hereby agree as follows:

1. I freely ACCEPT and fully ASSUME all the inherent risks, dangers, and hazards of kayaking and the possibility of personal injury, death, permanent and disabling injury, property damage or loss resulting therefrom and I understand that **I AM RESPONSIBLE FOR MY OWN SAFETY** and that Ecomarine assumes no responsibility for my safety in connection with the Activities.

2. I RELEASE ALL CLAIMS I may have against Ecomarine, AND AGREE NOT TO SUE Ecomarine for any personal injury, death, permanent and disabling injury, property damage or loss sustained by me as a result of my participation in the Activities due any cause whatsoever INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF ECOMARINE.

3. I AM RESPONSIBLE for all costs of rescue or medical attention rendered to me, or for my benefit, arising from the Activities and I SHALL INDEMNIFY ECOMARINE from any and all liability in respect of any and all of such cost.

4. I SHALL INDEMNIFY Ecomarine from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities.

5. In entering into this Agreement I am not relying on any oral, written or visual representations or statements made by Ecomarine.

6. I confirm that I am of the full age of 19 years and that I have read and understood this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

7. I agree that this Agreement shall in all respects be governed by and interpreted in accordance with the laws of the Province of British Columbia.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

### **PERMISSION TO ATTEND FORM**

I give my permission for(Name): \_\_\_\_\_

To attend the Ecomarine Coastal Kayaking School course(s) on: \_\_\_\_\_(date(s))

Name: (please print)\_\_\_\_\_

Phone (day):\_\_\_\_\_ Evening: \_\_\_\_\_

Signature:\_\_\_\_\_ Date: \_\_\_\_\_

Relationship to participant above:\_\_\_\_\_

The parent or legal guardian must complete and sign a medical disclosure form and a Release of Claims Permission to Attend Form on behalf of their daughter/son before the course begins. The parent or legal guardian, and the participant are responsible for reporting potential medical problems to the course instructor before any on water session.