

# TOFINO SEA KAYAKING COMPANY

## WAIVER & LIABILITY RELEASE

Please read carefully and sign below.

*By signing this release you give up your right to sue.*

To: Tofino Sea Kayaking Company (also doing business as Tofino Kayaking School) at 320 Main St. Tofino BC V0R 2Z0, herein referred to as Tofino Sea Kayaking.

I recognize and acknowledge that ocean kayaking may expose me to risks and hazards, some of which are inherent in the nature of boating activities, including, without limitation, the unpredictability of weather and ocean conditions, and some of which may result from other causes, including without limitations, errors of human judgement, psychological and physical reaction to extreme natural forces and conditions; collisions with exposed or unexposed hazards including vessels. I am aware that there are additional risks in traveling to and from locations where activities are held. (All such usual and additional dangers and risks herein collectively called "inherent risks").

I understand that Tofino Sea Kayaking intends to minimize these risks by providing capable guides/instructors with knowledge of local sea and weather conditions and training in kayak rescue techniques and first aid treatment.

Inclement weather can be expected and appropriate clothing is necessary to minimize risk of injury and /or illness from exposure to these elements. It is my responsibility to ensure I have adequate clothing.

In consideration of TOFINO SEA-KAYAKING permitting me to participate in its courses or activities and to use its equipment, including, without limitation, kayaks and motor vessels and vehicles used for travel to and from any location at which such courses, activities, and use of equipment may occur (the "Activities"). and with full knowledge of the risks of the Activities which have been explained to me to my satisfaction, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, I hereby agree as follows to:

1. waive, release and forever discharge Tofino Sea Kayaking Company including officiates and all officers, employees, guides, instructors, agents and representatives, from and against all claim, actions, causes of action, costs, expenses and demands by reason of damage, loss, death or injury to my person or property arising out of or in connection with my participation in the activities;
2. I acknowledge and agree that I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY and that Tofino Sea Kayaking assumes no responsibility for my safety in connection with the Activities;
3. I certify that I am medically and physically fit to participate in the activities.
4. I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, including evacuation for medical reasons or if I am deemed to jeopardize group safety for reasons of physical or emotional conditions

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

Signed the \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
printed name

\_\_\_\_\_  
printed name

**If the participant is under 19 years of age, a parent or guardian must sign.**

\_\_\_\_\_  
printed name

TOUR: \_\_\_\_\_

TOUR DATE: \_\_\_\_\_

1st PERSON:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
ZIP/PC: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-mail: \_\_\_\_\_

2nd PERSON:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
ZIP/PC: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-mail: \_\_\_\_\_



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signature

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