

This Document Affects Your Legal Rights, Please Read Carefully Before Signing

ACKNOWLEDGMENTS OF RISKS, WAIVER, RELEASE AND INDEMNITY

1. In consideration of the services of 756533873 Canada Inc operating as AWE Adventures Inc., Ocean Kayak and Camping Rentals (the Rentals and/or Self-Guided Rentals) and Tours (the Tours), their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AWE Adventures")

GOVERNING LAW

2. I acknowledge that the governing law of Waiver, Release and Indemnity shall in all respects be governed by, and interpreted in accordance with the laws of the Province of British Columbia, Canada. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

OCEAN KAYAKING INVOLVES RISKS

3. I ACKNOWLEDGE AND FULLY UNDERSTAND that:
 - a) Ocean Kayaking and Wilderness Camping involve inherent and unanticipated risks which could result in physical or emotional injury, death, damage to myself, to property, or to third parties. (*The Risks*) including but not limited to; *unpredictable and extreme environmental conditions such as storms and landslides; weather conditions and other natural occurrences, including tide and current conditions; Psychological and physical reaction to extreme natural forces and conditions; collision with exposed or non-exposed hazards, including vessels; ground air and water transport in remote and urban areas (Transfers); risks associated with the use of independent contractors for Transfers; errors in human judgment; contact with dangerous wildlife, insect bites, and risks associated with contact with unfamiliar rural and urban people; exposure to the natural elements that can be uncomfortable and/ or harmful: you should be aware that this exposure can cause sunburn, dehydration, heat exhaustion, heat/sunstroke, heat cramps; exposure to cold water can quickly result in hypothermia; accidental drowning; Mosquitoes may carry West Nile virus. Furthermore, guides have difficult jobs to perform. They seek safety, but they are not infallible. They may be unaware of participants' fitness and abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment may malfunction.*
 - b) AWE Adventures cannot prevent *the Risks*;
 - c) By participating in Rentals or Tours, I will be exposed to the Risks; and
 - d) **I AM ULTIMATELY RESPONSIBLE** for my own safety and AWE Adventures is not able to guarantee or assume responsibility for my safety during participation of Tours or Self-Guided Rentals.

BINDING ON ESTATE AND FAMILY

4. I acknowledge that this Waiver, Release and Indemnity is final and binding upon myself, my heirs, my parents, personal representatives, next of kin, executors, administrators and assigns.

WAIVER, RELEASE AND INDEMNITY

5. In consideration for AWE Adventures permitting me to participate in the Tours or Rentals and to use its kayaks and any other equipment, I,
 - a) **Accept Risks** I ASSUME AND ACCEPT all of the Risks; my participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
 - b) **Waive all claims** I WAIVE any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AWE Adventures' equipment or facilities,
 - c) **Release Liability** I RELEASE AWE Adventures FROM LIABILITY arising from any damage, loss, death, injury, or expense which I may suffer or incur with respect to my person or property as a result of my participation in the Tours or Self-guided Rentals; including any such claims which allege negligent acts or omissions of AWE Adventures.
 - d) **Indemnify** I INDEMNIFY AND HOLD HARMLESS AWE Adventures from any and all claims, actions, suits, judgments and other legal obligations and liabilities which are a result or alleged to result from my participation in any Tours or Self-guided Rentals;
 - e) **Bear Rescue Cost** I AGREE TO BEAR ALL COSTS of rescue, evacuation, emergency transportation or medical attention rendered to me, or for my benefit, arising from my participation in the Tours or Rentals.
 - f) **Legal Costs** Should AWE Adventures or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement; I agree to indemnify and hold them harmless for all such fees and costs or damage myself.
 - g) **I Certify** that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury

CERTIFICATION OF FITNESS

6. I certify that I am medically, mentally, and physically fit to participate in these activities and have no conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I have read this Waiver, Release and Indemnity agreement completely, I clearly understand it, and am not relying on any oral, written or visual representations or statements by AWE Adventures. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found in a court of law to have waived my right to maintain a lawsuit against AWE Adventures on the basis of any claim from which I have released them herein. I agree to its terms effective as of the date shown on the back page.

Dated at _____ this ____ day of _____, 2020

Print Name

Signature

Print Name (Legal Guardian)

Signature

