

Waiver, Assumption of Risk and Indemnity Agreement

To: Shuswap Adams Parks Ltd., being licensed by the Ministry of Environment, Province of British Columbia (Hereinafter referred to collectively as the "Operators")

To: The employees, representatives, officer, agents and licensees of the Operators (Hereinafter referred to collectively as the "Operator's Employees")

In consideration of the canoeing and boating service being provided to the undersigned customer, the said customer agrees as follows:

1. I, the undersigned customer, recognise and agree that riding in and operating canoes on a lake, or any other body of water is dangerous and that such activity involves a risk of injury or even death to persons in and around such canoes;
2. I fully understand the risks and dangers involved in my participation in this activity and I voluntarily agree to assume such risk;
3. I specifically waive and right of action for negligence or otherwise that I may have against the Operators including the Ministry of Environment, Province of British Columbia, or the Operator's Employees for any injuries, including fatal injury, that I may sustain arising out of my participation in these canoeing activities; and
4. I appreciate that this agreement applies whether the Operator is at fault or not, and that this agreement also bars any right of action against the Operator's Employees, who shall be deemed to be parties to this Agreement.
5. I promise to take all reasonable care to see to it that I wear an approved life-jacket at all times when I am in and around the canoe and that I shall operate the canoe with all due regard to my own safety and the safety of others.
6. Where a minor child (ie. A person under the age of 19 years) accompanies the parent or guardian of the child in the canoe, such parent or guardian, signing this Agreement, signs on behalf of such child as well as on the parent or guardians own behalf, and waives any right of action such parent or guardian might have for negligence or otherwise against the Operators or the Operator's Employees against any claims for damages and injuries that may be brought against them by or on behalf of the said minor child, and I sign on behalf of myself, my heirs and successors.

Dated this _____ day of _____ 2022

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE WORDS PRIOR TO MY SIGNING THIS DOCUMENT.

Witness

Customer to Sign

Parent/Guardian of Minor Child

Witness

Minor Child