

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**By SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**  
**PLEASE READ THIS CAREFULLY**

First Name of Participant (Please print clearly)	Last Name of Participant (Please print clearly)				
Street Address (Please print clearly)	City (Please print clearly)				
Prov/ State	Postal / Zip Code				
		d d m m v v		-	_00
		Date Of Birth		Area Code and Telephone Number	

To: **SHUBENACADIE RIVER RUNNERS LTD.**

**DEFINITION:** In this agreement the term "River Rafting Activities" shall include all activities, trips, events or services provided by Shubenacadie River Runners, including, but not limited to, orientation and instruction sessions; transportation or travel to and from the water; loading and unloading of vehicles, equipment or rafts; all activities while on and off the water.

**ASSUMPTION OF RISKS:** I am aware that River Rafting Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the water; overturning or upsetting of rafts or equipment; fall from the raft while on the water; impact or collision with rocks, trees, logs, deadfall, power boats, rafts, other vessels or equipment; hypothermia; encounters with domestic or wild animals; becoming lost or separated from the guide or group; lack of readily accessible medical facilities & treatment; lack of readily accessible communications measures; negligence of other rafters, negligence of other parties participating in activities offered by or associated with Shubenacadie River Runners Ltd. and negligence on the part of Shubenacadie River Runners Ltd. to safe guard and protect me from the risks, dangers and hazards of River Rafting Activities. I freely accept and fully assume all risks, dangers and hazards associated with River Rafting Activities and the possibility of personal injury, death, property damage or loss resulting therefrom. I am aware that the physical exertion required of River Rafting Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with River Rafting Activities that I should seek medical advice before undertaking the River Rafting Activities.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of Shubenacadie River Runners Ltd. Agreeing to my participation in the River Rafting Activities and permitting my use of its equipment, parking and other river rafting facilities, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **To WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Shubenacadie River Runners Ltd. its directors, officers, employees, agents, guides, instructors, independent contractors, subcontractors and representatives (all of whom are hereinafter referred to as the "Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in River Rafting Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the occupiers' liability act. R.S.N.S. 1996, c 27, on the part of the Releasees and further including failure on the part of the Releasees to safeguard or protect me from risks, dangers, and hazards of the River Rafting Activities referred to above. Initial here
2. All adult patrons are solely responsible for themselves and their possessions at all times when on the property of Shubenacadie River Runners Ltd. and while on any excursion with Shubenacadie River Runners Ltd. and also agree to hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in River Rafting Activities. Initial here
3. Shubenacadie River Runners Ltd. shall not be responsible for any child under the age of 18 who is not in the care of an adult. Adults with children in their care are solely responsible for those children and their possessions at all times when on the property of Shubenacadie River Runners Ltd. and while on any excursion with Shubenacadie River Runners Ltd. and agree to indemnify and save harmless the Releasees from any and all liability, damages or costs associated with any suit or other proceeding brought against the Releasees by any child under my care. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from any child under my care participating in River Rafting Activities. Initial here
4. In entering into this agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of River Rafting Activities, other than what is set forth in this Agreement and that this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and any litigation involving the parties to the Agreement shall be brought with the Province of Nova Scotia. Initial here
5. **Photo/video release:** by signing this waiver, the participant hereby provides his/her express consent and authorization to Shubenacadie River Runners, at its sole discretion, for its advertising, promotional & marketing purposes, any photographs/video taken of the participant during his/her participation in the River Rafting Activities. Initial here

I have read and understood this Agreement prior to signing it, and I further state that I and any noted children in my care are in proper physical condition to participate and am aware that participation could, in some circumstances, result in loss or injury. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

**This Agreement must be completed in full, dated and signed by the Participant and Witnessed, before a Pass may be issued.**

\_\_\_\_\_  
Signature of Participant (Parent / Guardian if participant is under 18 years of age)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Parent/Guardian

\_\_\_\_\_  
Print name of Witness

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Have you rafted with us before? **yes**  **no**

Would you like to receive next seasons brochure: **Yes**  **No**  If yes how? **Mail**  **E-Mail**  **E-Mail Address:** \_\_\_\_\_

(Please print clearly)