

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

Name	Last	First	Middle Initial	
Address	Street	City		
	Prov./State	Country	Postal/Zip Code	Date of Birth
			Age	

**TO: MAVERICK MOUNTAINWORKS INC. doing business as PADDLE SURFIT**, and each of its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, assigns, affiliates, and all other guests or jet surf participants (all of whom are hereinafter referred as **"the Releasees"**)

**DEFINITIONS** In this Release Agreement, the term **"Activity"** means all activities, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: Jet Board Surfing, Jet Skiing; demonstrations; orientation and instructional courses; loading, unloading and any travel on, in or around the jet surf board or jet ski; and other such activities, events and services in any way connected with or related to the Activity.

**REQUIRED EQUIPMENT, ACKNOWLEDGEMENT OF TRAINING AND SAFETY CHECK LIST.** I have been provided with and required to wear at all times; an approved PFD (personal floatation device) with whistle as well as a Helmet and to ensure that both fit me and are suitable for use. I have read, completed and understand the provided **WATERCRAFT SAFETY CHECKLIST** and demonstration.

**PROHIBITION ON IMPAIRMENT, INCLUDING BY ALCOHOL, DRUGS OR OTHER SUBSTANCES.** I confirm that I am aware that I am not permitted to participate in the Activity if I am impaired in any way by Alcohol, Drugs or other substances or I have a personal medical condition that may limit my ability to perform the Activity. I understand that there is a strict prohibition on the use of alcohol, drugs or other substances prior to or during the Activity.

**ASSUMPTION OF RISKS** I am aware that the Activity may involve many risks, dangers and hazards that may include severe, long-term personal injury, physical impairment and even death. The risks, dangers and hazards include but are not limited to: accidents which occur during transportation or walking to and from the put in; slips and falls while getting onto or off of the jet ski or jet surf board; falling off the jet ski or jet surf board; overturning the jet ski or jet surf board; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats, docks, or other obstacles; Cuts, lacerations and other injuries resulting from contact with the jet surf board propulsion engine and/or fins; entanglement in the jet surf board leash, and any injury due to the rapid acceleration or deceleration of the jet surf board; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, lightning, and drowning; encounters with domestic or wild animals; negligence on the part of other participants; and/or **NEGLIGENCE ON THE PART THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITY.** Communication in the remote locations (on or off water) which is sometimes used for the Activity is difficult and in the event of an accident, rescue and medical treatment may not be readily available. **BY PARTICIPATING IN THIS ACTIVITY YOU ARE AT INCREASED RISK OF PERSONAL INJURY OR DEATH.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITY AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM**

INITIAL HERE

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of **THE RELEASEES** allowing me to participate in the Activity and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

<p>1. <b>TO WAIVE ANY AND ALL CLAIMS</b> that I have or may in the future have against <b>THE RELEASEES</b> and <b>TO RELEASE THE RELEASEES</b> from any and all liability for any loss, damage, expense, physical impairment, illness or injury, including death, that I or any other person may suffer or that my next of kin may suffer, as a result of my participation in the Activity, <b>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.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITY REFERRED TO ABOVE;</b></p>	<p>INITIAL HERE</p>
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<p>2. <b>FURTHER</b> to paragraph 1, above, but not limiting the foregoing, <b>TO WAIVE ANY AND ALL CLAIMS</b> that I, my heirs, next of kin, successors, executors, agents or assigns and representatives may have against the <b>RELEASEES</b>, including but not limited to <b>DAMAGES FOR PAIN AND SUFFERING, LOSS OF INCOME FOR LIFE, COST OF FUTURE CARE</b> and any claim related for the provision for my family or dependents if I am unable to provide for them due to injury, illness or death.</p>	<p>INITIAL HERE</p>
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3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or bodily injury to myself and any third party resulting from my participation in the Activity or the use of any of the Releasees' equipment, including the jet surf board or jet ski;
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activity, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority

Emergency Contact Name	Emergency Contact Number
Emergency Contact Relation	Please list any Medical Conditions applicable to the Activity