

JACKPINE CABINS & STORAGE ("JPC")

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

By signing this document you will waive certain legal rights including the right to sue. Please read carefully!

INITIAL

WARNING: There are significant elements of risk involved with participation in any water sport activity. For the purposes of this agreement, "Water Sport" includes but is not limited to canoeing and kayaking activities performed through the use of equipment rented from JPC.

ACKNOWLEDGMENT: I, _____, (print name) acknowledge that there are inherent risks in participating in Water Sport activities including but not limited to:

1. risks typically associated with operating watercraft including change in water flow or current, submerged, semi-submerged and overhanging objects, capsizing, swamping or sinking of water craft and resultant injury, and/or drowning which can occur in remote places where there are no available medical facilities;
2. cold weather injuries such as hypothermia and frostbite as well as heat related injuries and illnesses including hyperthermia, heat exhaustion, heat stroke and dehydration;
3. bodily injury such as strains, fractures, partial or total paralysis and/or death;
4. attack and/or bite by insects or wildlife; and "acts of nature" which may include rock fall, inclement weather, thunder and lightning, severe and/or varied temperature, weather conditions, and winds;
5. equipment failure or operator error, property damage, loss or expenses resulting there from; and
6. other risks not known or not reasonably foreseeable at this time.

EXPRESS ASSUMPTION OF PHYSICAL RISK AND LEGAL RESPONSIBILITY: In recognition of the inherent risks associated with the Water Sport activities to which I will engage in, I confirm that I am physically and mentally capable of participating in the activity and use of the JPC rented equipment (the "Equipment"). **I will participate willingly and voluntarily, am aware of the risks inherent in Water Sport activities and assume full responsibility for personal injury, accidents or illnesses (including death) that may arise due to use of the Equipment during the Water Sport activities I will undertake.** I understand the JPC is in no way responsible for my safety or the safety of the Equipment I am renting. I understand the JPC makes no warranty as to the fitness or suitability of the Equipment. I am fully responsible for my own safety and for the Equipment. I also assume full responsibility for damage to or loss of my personal property including any electronic equipment as well as damage to property owned by any third party as a result of an accident that may occur. I accept that wearing an approved life jacket is a basic safety precaution and I agreed to wear a life jacket at all times when I am operating Equipment rented from JPC.

In consideration of JPC accepting my rental of the Equipment, **I HEREBY RELEASE AND FOREVER DISCHARGE** JPC, its Directors, Officers, Agents, Servants or Employees (collectively referred to as "Personnel") and its or their successors, heirs and assigns of and from **any loss, property damage, expenses, or personal injury (including death) that I may suffer, as a result of my participation in the Water Sport activities and rental of Equipment, due to any cause whatsoever on the part of JPC or its Personnel, including** negligence, breach of lawful duty, breach of any contract; and mistakes or errors in judgment of any kind on the part of JPC or its Personnel

I AGREE THAT I WILL INDEMNIFY and save and hold harmless JPC and its Personnel from any loss, liability, damage, or cost they may incur as a result of my participation in the Water Sport activities and rental of the Equipment.

I AGREE THAT I WILL NOT hold **Her Majesty the Queen** responsible for any damage to personal property or injury and will not seek compensation.

I confirm that I am of the age of 18 years, and that I have read and understood this agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators, assigns, and representative in the event of my mental incapacity or death.

Date: _____

Signature of Participant or Guardian

Witness name (Please Print)

*Name and Relationship to Participant: _____
If under 18 years of age

Witness Signature