

MUSQUODOBOIT VALLEY OUTFITTERS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION 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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

PLEASE READ CAREFULLY!

I have read, understood, and agree to the terms and conditions outlined above.

TO: MUSQUODOBOIT VALLEY OUTFITTERS, all related companies and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, suppliers, sponsors, successors and assigns, and to the manufacturers and distributors of the rental equipment, and their directors, officers, agents and representatives, and His Majesty the King in the Right of the Province of Nova Scotia (all of whom hereinafter collectively referred as "the Releasees").

DEFINITION:

In this Release Agreement Canoeing, Kayaking, Hiking, Backpacking, Camping, Portaging, and Transportation (hereinafter "**the Activities**") shall apply to all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: whitewater, still water, moving water, and ocean canoeing and kayaking; rental of canoes and kayaks (hereinafter "the boats"), and other equipment; use of safety equipment including but not limited to personal flotation devices and orientational sessions; loading and unloading of vehicles and boats; and all activities, travel, transportation and accommodation while utilizing the Releasees facilities and equipment.

I have read, understood, and agree to the terms and conditions outlined above.

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while using a boat. Instruction as to the proper use of the personal flotation device is available from the staff. I am aware that wearing a personal flotation device does not eliminate the risk of being injured and only minimizes the risk of injury and/or death. I am aware that participation in the activities may involve sudden, violent and unexpected movements, which may result in injury or aggravation of previous injuries.

I have read, understood, and agree to the terms and conditions outlined above.

ACKNOWLEDGEMENT – FITNESS TO PARTICIPATE

I acknowledge that I have been advised to seek medical advice before engaging in the activities if I know or suspect that my physical condition may be incompatible with the Activities. I certify that I am physically capable and fit to participate in the Activities and have no medical, physical, or emotional conditions that could cause harm or loss to me and/or others during my participation.

I have read, understood, and agree to the terms and conditions outlined above.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from pick-up and drop-off points; slips, trips, and falls; overturning or upsetting of boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; drowning; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; equipment failure; encounters with domestic or wild animals; the failure to boat or hike safely within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, failure of the Releasees to predict whether the terrain used is safe for the activities or whether an accident may occur; uncontrolled, unmarked, or inspected terrain; negligent first aid; negligent rescue efforts; and negligence on the part of other participants or Releasees, including failure to follow applicable rules and procedures, and risks resulting from the NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY DUTY OF CARE BY THE RELEASEES, and the failure by the Releasees to safeguard or protect me from the Activities' risks, dangers and hazards.

I also understand that the other risks of participating in the Activities can include exposure to the elements, exposure to natural and/or people-made objects, exposure to pollution, exposure **INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED DIRECTLY OR INDIRECTLY, INCLUDING BUT NOT LIMITED TO COVID-19, that results in physical distress, illness or death;** as well as the risk of collision or impact with other participants, objects, or vehicles; variable and difficult terrain conditions; fatigue; intoxication; consumption of drugs; sun or heat exposure; encounters with wildlife, poison ivy, or insects/rodents; loss of balance or control; and failure to act safely or within one's own ability or to stay in designated areas.

Communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous.

I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THERELEASEES TO TAKEREASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES AND THE USE OF THE RELEASEES' PREMISES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I have read, understood, and agree to the terms and conditions outlined above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in the Activities and permitting my use of their services, equipment, vehicles, parking, and other facilities, and for other good and valuable consideration, 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 have in the future against 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 the 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. 1996, c.27, s. 1., ON THE PART OF THE RELEASEES.** I UNDERSTAND NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE; **I HEREBY AGREE THAT THE RELEASEES SHALL NOT BE LIABLE FOR ANY SUCH PERSONAL INJURY, DEATH, OR PROPERTY LOSS AND RELEASE THE RELEASEES AND WAIVE AND ALL CLAIMS WITH RESPECT THERETO.**

I have read, understood, and agree to the terms and conditions outlined above.

2. 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 the Activities;

I have read, understood, and agree to the terms and conditions outlined above.

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in the Activities;

I have read, understood, and agree to the terms and conditions outlined above.

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;

I have read, understood, and agree to the terms and conditions outlined above.

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 Nova Scotia and no other jurisdiction; and

I have read, understood, and agree to the terms and conditions outlined above.

6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

I have read, understood, and agree to the terms and conditions outlined above.

7. **SEVERABILITY** - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct; and

I have read, understood, and agree to the terms and conditions outlined above.

8. **NO OTHER REPRESENTATIONS** - In entering this Agreement, I am not relying on any oral or written representation or statements made by the Releasees other than what is in this Agreement.

I have read, understood, and agree to the terms and conditions outlined above.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND AGREE TO BE BOUND BY ITS TERMS.

I Agree.

GUEST INFORMATION & SIGNATURE

Full Legal Name _____

Year of Birth _____ **Month of Birth** _____ **Day of Birth** _____

Home Address _____ **City/Town** _____

Province/State _____ **Country** _____ **Postal/ZIP Code** _____

Email _____ **Phone Number** _____

Emergency Contact Name _____ **Emergency Contact Phone #** _____

Signature _____ **Date** _____
