

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

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF CLIENT/STUDENT

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Country
Email Address			
Date of Birth	Year	Month	Day
			Age
Telephone	Home	Office	Mobile
Trip Date	Year	Month	Day

TO: Saltair Ocean Adventures Incorporated: and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

In this Release Agreement, the term "Boating activities and Island tours" shall include but is not limited to: boating, hiking, paddleboarding, kayaking, swimming, snorkeling, fishing, prawning, crabbing, boarding the vessel, exiting the vessel, moving onboard the vessel, boarding the dinghy, exiting the dinghy, docking the vessel, docking the dinghy and anything incidental or related to any of the foregoing including transportation to, accessing and using any related facilities in any way.

In this Release Agreement, the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful Transport Canada certified boating guide would use under similar circumstances, or breach of any other duty of care imposed by law.

I acknowledge consumption of alcohol can affect balance and visual perception and reaction timing placing myself at an increased risk of injury while participating in boating activities and Island tours.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BOATING ACTIVITIES AND ISLAND TOURS, INCLUDING BUT NOT LIMITED TO, UNPREDICTABLE WEATHER CONDITIONS, ROGUE WAVES, WAVES FROM OTHER BOATS, DEBRIS IN THE WATER, WATER TEMPERATURE, HYPOTHERMIA, OCEAN CURRENTS, COLLISIONS WITH OTHER WATER CRAFT, FALLING OVERBOARD, FALLING ONBOARD, FIRE, DROWNING, WILD ANIMALS, CRUSTACEANS, ROCKS, REEFS, SHELLS, SUN EXPOSURE, UNEVEN TERRAIN, TRIPPING HAZARDS, FALLS, CLIFFS, ALLERGENS, SHARP EQUIPMENT, FAILURE OF EQUIPMENT 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.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID: I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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ASSUMPTION OF RISKS-BOATING ACTIVITIES, ISLAND TOURS

- (a) I fully understand that this Agreement describes some but not all of the risks, hazards, dangers and potential consequences of the Boating activities and Island Tours, which include: (i) Participants must make judgments and decisions as they participate in boating activities and Island tours, and Saltair Ocean Adventures Incorporated staff must make judgments and decisions as they instruct or assist participants regarding boating activities and Island tours. These judgments and decisions are by their nature imprecise and subject to error. Judgments and decisions will be made in an environment that includes the Ocean and Land that are designed to be challenging even to very capable persons. Among other risks there is the risk that the Participant or a staff member may misjudge the Participant's abilities or fitness level; (ii) equipment (including, without limitation, paddleboards, prawn traps, crab traps, fishing rods, fishing tackle, life jackets, ropes, ladders, safety equipment, whether the Participant's personal equipment or equipment rented or borrowed from Saltair Ocean Adventures Incorporated) may break, malfunction or be misused. Saltair Ocean Adventures Incorporated makes no warranties regarding any such equipment; and (iii) the Participant or others may act carelessly or recklessly or generally fail to exercise care. For example: By failing to wear a life jacket while on the boat, dinghy, paddleboard or kayak. These and other risks, hazards and dangers may result in the Participant falling onboard, into the water, drowning, or becoming entangled in ropes or other equipment or other objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.
- (b) I also fully understand that any instruction, training, orientation or other information or assistance provided by Saltair Ocean Adventures Incorporated cannot eliminate such risks. In both supervised and unsupervised Boating activities and Island tours, I acknowledge that I am responsible for my own safety and if I am a Parent, the safety of the Participant.
- (c) Therefore, I knowingly and voluntarily assume all risks, both known and unknown, relating to the boating activities and island tours and I accept full responsibility for those risks identified here and for those risks not identified and for injury, damage, death or other loss suffered by me and, if I am a Parent, by the Participant, resulting from those risks or resulting from my own negligence or other conduct.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in activities as defined in this Release Agreement, 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 in the future have 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 these 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO 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 Boating activities and Island tours;
3. 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;
4. 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 where the Boating activities and Island tours take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Boating and Island tour related activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 Boating activities and Island tours, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT (3 pages, including this page) 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.

Witness Signature	Signature of client/student
Please Print Name	Date
	Signature of Parent or Guardian if under age 19

MEDICAL INFORMATION FORM

Name	Last		First	Initial
	Year	Month	Day	Age

EMERGENCY CONTACT

NAME			Relationship
TELEPHONE	HOME	Office	Mobile

MEDICAL INFORMATION

ALLERGIES	
MEDICATIONS	
MEDICAL CONDITIONS	
FAMILY DOCTOR	Phone
MEDICAL INSURANCE NUMBER AND CARRIER	
IS THERE ANY OTHER HEALTH OR MEDICAL INFORMATION YOU WANT US TO KNOW ABOUT	