



NOOTKA SOUND SERVICE LTD.

Passenger and Freight Service to Nootka and Kyuquot Sound Ports

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK, AND INDEMNITY AGREEMENT

This applies to Marine Touring or Sea Kayaking Trips aboard the MV Uchuck III

WARNING PLEASE READ CAREFULLY BEFORE SIGNING!

Consider that by signing this document you are assuming physical, financial, and legal risks and that you will waive certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured, incapacitated, or killed while marine touring or renting a kayak from Nootka Sound Service Ltd. I understand that marine environments and sea kayaking activities do have inherent risks.

Name	Last	First	Last	First
Address	Street			
	City		Prov	Postal Code
Activity	Marine Touring ___ (check if applies) Sea Kayaking ___ (check if applies)		Activity Date	Date Signed

Assumption of Risks

I am aware and understand that marine touring and sea kayaking exposes participants to many risks, dangers, and hazards, including, but not limited to: loss or damage to personal property; changing water flow, tides, currents, wave action, surf and ships wakes which could cause marine tours or sea kayaks to capsize; variable or difficult paddling conditions; changes or variations in the weather that can greatly reduce visibility; cause collisions with other trip participants, the watercraft, other watercraft, and manmade or natural objects; immersion in cold water; hypothermia; drowning; changing weather conditions; my sense of balance, physical condition, ability to operate a sea kayak, swim and follow directions; falling objects; presence of marine life forms and wildlife; physical contact with wildlife, and marine life forms; or suffering any type of injury or illness in areas without easy access to medical facilities; negligence on the part of other activity participants; and that some of the aforesaid risks are foreseeable, but others are not. While risks are inherent in the very nature of marine touring and sea kayaking, others may result from **HUMAN ERROR AND NEGLIGENCE ON THE PART OF PERSONS INVOLVED. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MARINE TOURING AND SEA KAYAKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PROPERTY DAMAGE, AND LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In signing this release, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I have or may have against the Nootka Sound Service Ltd, it's representatives, members, directors, volunteers, and other affiliates independent contractors, agents, successors, assigns (all of whom are hereinafter collectively 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 resulting from any and all of my activities with Nootka Sound Service Ltd, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH MARINE TOURING, RENTING KAYAKS AND SEA KAYAKING FROM Nootka Sound Service Ltd

Signature

Print Name

Signature

Print Name

Signature of Parent or Guardian of Minor Under 19yrs

Print Name

Minors Age

Minors Name

Office (250) 283-2515 Uchuck III (250) 283-2325 Fax (250) 283-7582

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