

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT.**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

\_\_\_\_\_ Initial here

TO: Capital Region Fishing Charters 731572632NP0001, SUBCONTRACTORS, AND ASSOCIATES

**DEFINITION**

In this agreement the term "Fishing Activities" shall include all activities in any way related to Fishing, travel to, upon and along waterways, boats, guiding and instruction, including, but not limited to, orientation and instruction sessions and exercises; transportation or travel to and from program activities; loading and unloading of vehicles, boats or equipment; all activities while participating in the program, and while under contract with Algonquin Fly Fishing.

**ASSUMPTION OF RISK**

I am aware that Fishing Activities involve many risks, dangers and hazards including, but not limited to: accidents or injuries which occur during transportation or travel to and from the activities; accidents or injuries which occur during fishing, such as falling from a boat or into calm or swift moving water, or falls along rough shorelines or trails, severe weather including wind, rain and lightning, fish hook impalement, heat stroke, poor air quality, exposure to COVID-19 or other contagious virus or disease; negligence of other individuals, negligence of other parties participating in Fishing Activities and NEGLIGENCE ON THE PART OF CAPITAL REGION FISHING CHARTERS TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH FISHING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of fishing activities. I am aware that the physical exertion required in Fishing Activities and the forces exerted on the body can activate or aggravate new or pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with Fishing Activities that I should refrain from participation and seek medical advice before undertaking Fly Fishing Activities.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Capital Region Fishing Charters agreeing to my participation in Fishing Activities and permitting my use of its equipment and other facilities, and for other good and valuable considerations, 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 Capital Region Fishing Charters 731572632NP0001, AND ASSOCIATES, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Fishing 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, R.S.O. 1990, C. 0.2, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FISHING 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 Fishing Activities:
3. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick and any litigation involving the parties to this Agreement shall be brought within the Province of New Brunswick.

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

I have read and understood this agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Witness (print) \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date: \_\_\_\_\_