

PLEASE READ CAREFULLY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY 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

TO: 083922 BC Ltd o/a Rainbow Lodge and their respective directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter referred to as ("the RELEASEES")

ASSUMPTION OF RISKS: I am aware that water skiing, wake boarding, tubing, playing on inflatable's, and or water vessel operations involves many inherent risks, dangers and hazards, including, but not limited to: boarding, riding in and disembarking boats; changing weather conditions; exposed rock, sandbars or other natural or unnatural objects; changes in the condition and quality of water; changes or variations in the water surface, including changes due to man-made or artificial influences such as boat wakes and storms; impact with other boats, docks or other structures, objects or equipment used in connection with water skiing, wake boarding, tubing, playing on inflatable's, and or operating water vessels; impact or collision with other water skiers, wake boarders, tubers, and or other water vessels; storms; the failure to water ski, wake board, tube, and or operate water vessels safely or within one's own ability; negligence of other skiers, wake boarders, tubers, and or water vessels; **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS.** I am aware that the risks, danger and hazards referred to above exist throughout the water ski, wake boarding, tubing, inflatable's, and water vessel area of operation and most are unmarked. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of 083922 BC Ltd o/a Rainbow Lodge accepting my application to participate in any watersport activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may 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 use of the Facilities and Services DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR ANY OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWNED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party resulting from my use of the Facilities and Services; and
3. 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 British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia .

5. This 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.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT ON THE FRONT OR BACK PAGE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH MY HEIRS, OR I, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature of Applicants: _____ Signed this _____ Day _____, 20____

Signature of Parent/Guardian if Applicant is under nineteen years of age: _____