

TO: AQUAPHYLIC, AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, GUIDES, INSTRUCTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, SUCCESSORS AND ASSIGNS, (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE RELEASEES").

DEFINITION: This Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: kayaking, stand up paddle boarding, hiking, swimming, orientation and instructional courses, clinics, sessions, races, day or multi day trips, guided activities, tours, transportation or travel to and from locations used for rental activities, loading and unloading of water crafts/boats.**(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE ACTIVITIES").**

ACKNOWLEDGE - SAFETY - I acknowledge that I have been advised to wear a life jacket/PFD (personal flotation device) at all times while in the watercrafts

ASSUMPTION OF RISKS - I am aware that my participation involves risks, dangers and hazards including, but not limited to: slips and falls while boarding and disembarking from the water crafts/boats, overturning of the water crafts/boats, loss of balance while in the water crafts/boats, falling out of/from the water crafts/boats, hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves, changing and inclement weather conditions including storms, high wind and lightning, entrapment by trees, logs, rocks or equipment, collision with rocks, trees, deadfall, boating equipment and other water crafts/boats, equipment failure, accidents that occur while hiking, traveling on or around the waterfront and is not regularly patrolled or inspected, variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks, impact with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects in an around the waterfront, encounters with wild and domestic animals, becoming lost or separated from one's guide, instructor or party, failure to act safely or within one's ability or to stay within designated areas; and negligence of other persons. **I AM AWARE THAT ONE OF THE RISKS, DANGERS AND HAZARDS FOR THE ACTIVITIES IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, SOME OF WHICH ARE REFERRED TO ABOVE. 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of the Releasees allowing me to participate in the Activities and permitting my use of their equipment and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ALL CLAIMS that I have or may in the future have against the Releasees 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.

- 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.

- This Agreement and any rights, duties and obligation as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.

- Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Province of Ontario.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS 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.

_____ Initials