

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 FOR NEGLIGENCE OR BREACH OF CONTRACT OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

Signature of Participant

TO: CHAMPION ADVENTURES & COACHING LTD. and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, associated clubs, representatives, successors and assigns (collectively referred to as 'the Releasees').

DEFINITION

In this Release Agreement, the term '**Adventure Activities**' shall include but is not limited to: all activities, events, or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include sea kayaking, stand-up paddleboarding (SUP), coaching, instruction, multi-day expeditions, wilderness travel, camping, transportation, and all associated physical activities.

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

ASSUMPTION OF RISKS

Participation in Adventure Activities involves various risks, dangers, and hazards including the risk of serious injury, illness, paralysis, or death. These activities may take place in remote locations where medical assistance, first aid, and rescue may not be readily available. Risks include, but are not limited to: transportation accidents, slips and falls, capsizing, loss of balance, impact with objects, hypothermia, drowning, changing weather conditions, wildlife encounters, illness, and **NEGLIGENCE ON THE PART OF THE RELEASEES. 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 PARTICIPATING IN ADVENTURE ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS 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 Adventure Activities, 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 Adventure Activities, 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.
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.
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 shall be governed by and interpreted solely in accordance with the laws of the Province where the paddlesport activities take place and no other jurisdiction; and
5. Any litigation involving the parties shall be brought solely within the Province where the paddlesport activities take place and shall be within the exclusive jurisdiction of the courts in that province.

ACKNOWLEDGMENT

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.
I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Print Name
Signature
Date (dd/mm/yyyy)

Name of Witness
Witness Signature
Date (dd/mm/yyyy)