

Cowichan Bay Kayaking/ Coastal Bliss Adventures Ltd.

Release of all Claims, Waiver of Liability and Assumption of Risk, and Agreement of Terms and Conditions

To be completed for each participant individually, without exception.

Full Legal Name _____

Address

Email '@' _____

Phone _____

Street and City _____

Postal code _____

Province/State BC _____

Country CA _____

Release of all Claims, Waiver of Liability and Assumption of Risk

Activity Tour _____

I,

Full Name _____

(Please enter your *legal name* as it appears on your passport/government id.), being of

sound mind and the age of majority, hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs (hereinafter also referred to as the "Activity") organized by Coastal Bliss Adventures Ltd./Cowichan Bay Kayaking/Sea to Sky Expeditions 1064435BC Ltd. (hereinafter also referred to as the "Company"), I hereby agree that neither I nor any of my heirs, personal or legal representatives or family members will bring suit or make claim for illness, injury or death resulting from the negligence (but not the reckless, willful or fraudulent conduct) of the Company, any of its guides, officers, directors, agents, contractors or affiliated organizations (or the Supplier of any of the facilities, equipment or supplies I will use in these activities) of my participation in this Activity (or alternative Activity of my choosing).

I agree to this Release of Claims, Waiver of Liability and Assumption of Risks as follows: I am aware that the Activity may include, without limitation, the following:

- canoeing, kayaking, swimming, rock climbing, mountaineering, hiking, backpacking, transfer by van to trailheads/put in/takeout points, wilderness travel, boating, or helicopter/fixed wing use;

I am also aware of the dangers and risks inherent in participating in the Activity and that they include, without limitation, the following:

- hypothermia, drowning, moving water, dog/animal bites and mauling, avalanches, helicopters/fixed wing, slipping and falling, falling objects, cliffs, variable and difficult snow conditions, crevasses, the negligence of self and/or other Activity participants, and suffering any type of accident including illness in remote areas without easy access to medical facilities;
- human error;
- inexperience of myself and the inexperience of other participants;
- the dangers of wildlife causing direct damage to me.

I also understand, acknowledge and agree:

- that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically and emotionally fit and fully able to participate in this Activity and that my clothing and equipment are satisfactory for participating in the Activity;
- that I will fully and truthfully disclose any medical conditions, including diseases, injuries and disorders, and their history, including any medications I am taking or have taken, for any medical conditions that may impact the participation in the Activity or affect me after the Activity;
- that the Company prohibits the use of alcohol or drugs prior to and during the Activity and I agree that I will not participate in the Activity under the influence of alcohol or drugs or when the prior use of alcohol or drugs may affect my ability in any way whatsoever.

X

Initials - Sat 30 Mar 24

I also understand, acknowledge and agree:

- that I have received information about the risks and consequences of exposure to the tetanus bacterium;
- that if I have chosen to forego the tetanus vaccination for myself/my child for participation in the Activity, I, my child, or my child and I, will be evacuated immediately after any cuts, abrasions, or specific injuries;
- that a cut, abrasion, or specific injury on myself/my child may require immediate evacuation of myself/my child and the whole group to ensure timely medical care against tetanus;
- that evacuation may take up to 48 hours in a wilderness setting, which could greatly increase the risk of tetanus infection, and potentially, death.
- that the Company shall be held liable for any transmission or contagion of SARS-COV-2 or other transmissible diseases.

X

Initials - Sat 30 Mar 24

Coastal Bliss Adventures Ltd., although not bound to act, reserves the right at any time to refuse to allow a participant to continue the trip, for any reason whatsoever, if in the sole opinion of the trip leader, health or actions of the participants would affect the safety, smooth progress or enjoyment of the trip. In the event that such refusal or cancellation becomes necessary, Coastal Bliss Adventures Ltd. shall not be liable for any refund or for return transportation or any other expense for the participant.

Coastal Bliss Adventures Ltd. reserves the right and is hereby authorized by each participant to alter the itinerary at its sole discretion for any reason whatsoever, including changes in the weather, water conditions, mechanical failures, insufficient bookings, or any other occurrence. Any additional expenses incurred due to the alteration of the itinerary will be the responsibility of the participant and not those of Coastal Bliss Adventures Ltd. or its retailers/wholesalers.

That I have carefully read this **RELEASE** and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by the Company including those in any brochure or calendars issued by the Company to induce me to undertake this Activity.

I agree that I have read this **RELEASE** and understand it and further agree that this **RELEASE** shall bind my heirs, next of kin, executors, administrators, and assigns.

I agree that this **RELEASE** is to be interpreted pursuant to laws of Canada: His Majesty the King in Right of Canada, the Province of British Columbia, and understand that if I have any questions regarding this **RELEASE** and the waiver of my rights, I shall consult a lawyer prior to signing this agreement.

I confirm that I have read, fully understand, and agree to all the Terms and Conditions accompanying this Release, especially noting policy on cancellation and applicable refunds, deposit and payment, insurance, accommodation, participant's responsibility, and airline travel. I agree that, in the unlikely event that a dispute arises between myself and Coastal Bliss Adventures Ltd., the following conditions shall apply: the dispute will be governed by and be interpreted in accordance with the laws of the Province of British Columbia, Territories of Yukon, Nunavut, and NWT and the laws of Canada applicable therein; the maximum amount of recovery to which the participant would be entitled under any and all circumstances shall be the sum of the land and air costs of the trip provided by Coastal Bliss Adventures Ltd.

I agree that, in the event that a part or portion of this Release of Liability and Assumption of All Risks form of Coastal Bliss Adventures Ltd. is found to be void or unenforceable, then such part or portion will be stricken but the rest of the agreement will be given full force and effect. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and an assumption of all risk and is a contract between myself and Coastal Bliss Adventures Ltd. and/ or its affiliated organizations and sign it of my own free will.

This agreement is just for You.

Dated

Please enter your *legal name* as it appears on your passport/government id.

Full Name ' _____

X

Signature - Sat 30 Mar 24

Electronic Signature
Consent



By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Coastal Bliss Adventures Ltd.

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Phone: +1 250 715 0034