

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

**Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.**

TO: AQUABATICS CALGARY LTD. and /or N.W. AQUABATICS SPORTS (“the Company”) and its directors, officers, employees, representatives, and agents (collectively called “the Agents”).

I, \_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by “the Company” and/or “the Agents” including, but not limited to: rental of kayaks canoes and all other equipment; participation in kayaking and canoeing demo events; participation in kayaking and canoeing instructional programs; as well as related travel and overnight trips. (collectively referred to as “the Activities” ) and in further consideration of “the Company” allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”).
2. I acknowledge that “the Activities” involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in “the Activities” and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against “the company” and “the Agents” and release “the Company” and “the Agents” from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in “the Activities” **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by ”the Company” and/or “the Agents”.
5. I appreciate that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the liability of “the Company” , even though “the Agents” are not formal parties to “the Agreement”.

**I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND “THE AGREEMENT”. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “THE COMPANY” AND/OR “THE AGENTS” AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF CHILD / WARD.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT or PARENT / GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME OF CHILD / WARD