

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: Harrison Water Sports Inc. and their respective directors, officers, employees, agents, representatives, independent contactors, subcontractors, sponsors, successors and assigns (hereinafter referred to as (“**the RELEASEES**”))

DEFINITION: In this Release Agreement the term “ Water Sports Activities “ shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but not limited to: use of the water park, water skiing, wakeboarding, tubing behind boats, water vessel operations; all travel either within or beyond the designated boundaries in any way connected with or related to Water Sports Activities.

ASSUMPTION OF RISKS: There is a risk of self-inflicted injury, accidental injury, or injury caused by others. You may fall at some point during your use of Harrison Water Sports Facility and may sustain serious injury and property damage. You should not participate in any Water Sports Activities at Harrison Water Sports Facility if you have a pre-existing heart, spine, head, neck, muscle, or joint issues. Pregnant women should not participate because of the risk of falling and abdominal trauma. To participate in any Water Sports Activities at Harrison Water Sports Facility, you need the physical strength, balance, conditioning, and coordination of a physically active lifestyle. These Water Sports Activities are risky and severe injury or death is possible. There is a risk of self-inflicted or other accidental injury or death, or injury or death caused by others that can result from the use of the Water Sports Activity Areas. These risks include, but are not limited to, slipping, falling, tripping, colliding with others, or drowning. I am aware that participating in Water Sports Activities involves many inherent risks, dangers, hazards, and most are unmarked, including but not limited to: swimming; diving; boarding; riding in and disembarking boats; changing weather conditions; exposed and unexposed rock, sandbars or other natural or unnatural objects; changes in the condition and quality of water; changes or variations in the water surfaces and depths, 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, operating water vessels, water park play on structures; impact or collision with other participants, 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 others, skiers, wake boarders, tubers, water park users, and or water vessels; **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WATER SPORTS ACTIVITIES REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISK, 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 agreeing to my participation in Water Sports Activities and permitting my use of their services, equipment and facilities (hereinafter referred to as the “Facilities and Services”), and for other good and valuable consideration, the fee paid by me and sufficiency of which is acknowledge, 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 participation of the Water Sports Activities or 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 FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE FACILITIES AND SERVICES REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation of the Facilities and Services; and Water Sports Activities;
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 I AM WAIVING CERTAIN LEGAL RIGHTS WHICH MY HEIRS, OR I, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Adult Name: (19+) _____ Signature: _____ Date: _____

Child Name: (Under 19) _____ Signature of Parent/Guardian: _____
