

RELEASE AGREEMENT

PLEASE READ CAREFULLY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release 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. ("HWS") and their respective directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns executors and heirs (all of whom are 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 the use of the water park, tubing behind boats, water vessel operations, docks, marinas, and premises owned, leased and/or occupied by it; Boating, Sea Doo and BBQ Boat instructional courses and orientations by the HWS; all travel either within or beyond the designated boundaries in any way connected with or related to Water Sports Activities, using BBQ or BBQ related equipment; including but limited to gas for the BBQ and BBQ utensils, on the boats; consuming anything on the boats, including anything prepared and/or cooked on the boats including any food provided by third parties or the Releasees; any activities in the water including swimming, splashing water on or off the boats, jumping, diving and/or falling into the water from the boats, and other such activities, events and services in any way connected with or related to those activities.

SAFETY: I acknowledge that I am required to wear an approved life jacket and carry on board other safety equipment while participating in certain boating and water activities. I am aware that there are instructors available to answer any questions that I may have as to the proper use of any of the Releasees' equipment. I am aware that the physical exertion required of the Water Sports Activities and the forces exerted on the body could activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Water Sports Activities. **I agree that I will disclose to HWS all potential operators, passengers, and users of the BBQ Boating and Water Sport Activities. In the event I fail to notify the Owner of any potential operators, passengers, or users of the Boat and Water Sports Activities, I will be personally liable for any claims, causes of action, damages, costs or expenses, whether to the undisclosed individuals, the Releasees or to any of them, and/or to any third parties, even if such claims, causes of action, damages, costs or expenses arise out of the negligence or fault of HWS the Releasees.**

ASSUMPTION OF RISKS: I am aware that participating in Water Sports Activities and Boating 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 including storms, wind, lightning, variances and extremes of wind, weather and temperature; changing water conditions including changes in water flow, currents, wave actions and wakes created by other vessels in the water; exposed and unexposed rock, sandbars and 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, personal injury, including but not limited to, sprains, strains, shock, stress, fires and burns, seasickness, food borne illness, nausea, hypothermia, wetness, fractured or broken bones, sunstroke, sunburn, cancer, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body and/or drowning and/or death; swimming; diving; boarding; riding in and disembarking boats; objects or equipment used in connection with water skiing, wake boarding, tubing, operating water vessels, water park play; impact or collision with other participants, water skiers, wake boarders, tubers, and other water vessels; the failure to operate water vessels safely or within one's own ability; negligence of others, skiers, wake boarders, tubers, and other water vessels; using BBQ's or BBQ related equipment, including but not limited to gas for the BBQ and/or gas explosions on the Boats; BBQ utensils consuming anything on the boats, including anything prepared and/or cooked on the boats; malfunctions of the Boats, BBQ or Water Park Equipment; collisions including the Boats colliding with any other vessels, debris, vehicles, equipment, other participants in the Water Sports Activities and other persons or structures whether man made or natural objects on water or land and/or the Boats capsizing; becoming lost or separated from HWS and/or agents or other participants; the negligence of other participants in the Water Sports Activities or any of the Releasees; failing to take care in preparing the Water Sports Activities and any and all NEGLIGENCE ON THE PART OF THE RELEASEES. I am also aware that these risks, dangers and hazards referred to above exist on terrain and water that may be uncontrolled, unmarked and not inspected. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD 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.**

ALCOHOL AND ILLEGAL SUBSTANCES: I acknowledge that use and/or consumption of alcohol and all illicit drugs and/or street drugs **IS PROHIBITED ON THE BOATS OR WHILE ENGAGING IN THE BOATING ACTIVITIES.** If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in the Boating Activities or while on the Facilities, as defined below, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE BOATING AND WATERSPORTS ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WATER SPORTS AND BOATING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the RELEASEES agreeing to my participation in the Water Sports, Boating 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 receipt 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, or any of them, 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 and Boating Activities or use of the Facilities and Services resulting from either my use of or my presence on the Facilities and/or my engagement in the Water Sports and Boating Activities DUE TO ANY CAUSE WHATSOEVER INCLUDING ALCOHOL OR DRUG CONSUMPTION, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWNED UNDER THE **OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C. 337, AND/OR ANY APPLICABLE MARINE LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WATER SPORTS, BOATING ACTIVITIES, FACILITIES AND SERVICES REFERRED TO ABOVE.**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property loss or personal injury to any third party, resulting from my participation or presence on the Facilities and Services and/or my engagement in the Water Sports and Boating 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; and
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.

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF THE WATER SPORTS AND BOATING ACTIVITIES AND/OR THE FACILITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH ME OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

In entering into this Release Agreement I am not relying on any oral or written representatives or statements made by the Releasees with respect to the safety of participating in the Water Sports Boating Activities and/or the Facilities and Services other than what is set forth in this Release Agreement. I confirm that I have read and understand the Release Agreement on the back prior to signing it, and am aware that by signing this Release 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.

Signature:		Last Name:	First Name:
Street:		City:	Prov/State:
Postal / Zip Code:	Email Optional:		Emergency Contact Number:

For Participants under the age of 19 years:
FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CONSENT THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THE WATERSPORTS BOATING ACTIVITIES OR ATTENDANCE AND/OR USE OF THE FACILITIES.

Child Name:	Age:	Child Name:	Age:
Parent/Guardian Signature:		Parent/Guardian Signature:	