

**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 WaterSports Inc. and their respective directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (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: 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; 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 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 THERE FROM.**

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 SAFEGUARD 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 addition to agreeing to Harrison Watersports Release, I understand and agree:
To be bound by all of Harrison Watersports Rules and Regulations; To familiarize myself with Harrison Watersports activity safety guidelines; To inform Harrison Watersports of medical conditions that might affect my participation; That medical cost arising from participation at Harrison Watersports is my responsibility; To permit the use of video and pictures of my activities for promotional purposes; TO HAVE A GREAT TIME AT HARRISON WATERSPORTS.

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 Facilities and Services or Water Sports Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understand the Release Agreement 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.

APPLYS IF EXECUTING ON BEHALF OF A MINOR: AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP

I, the undersigned, declare that I am the parent of, or the legal guardian of the Participant, who is a minor ("Minor"), and have the capacity to execute documents on behalf of such Minor. Minor and I understand that entrance to, use of, and/or participation in Harrison Water Sports Activities could result in serious injury, property damage, or death. I agree that Minor voluntarily elects to enter, use, and/or participate in activities provided at Harrison Water Sports, that I have warned Minor of the dangers and risks involved, and Minor and I agree to assume any and all risks of property damage, personal injury, or death. I certify that Minor and I agree to obey all rules (outlined and posted by Harrison Water Sports and Staff) and to alert the staff to any rules violations or dangerous behavior of co-participants. I certify that Minor and I understand that all participants of any activity at Harrison Water Sports Facility or outside the Facility must be capable of self-rescue. Minor and I acknowledge and agree that as a condition to enter, use, or participate in activities at Harrison Water Sports Facility, the parent or legal guardian of Minor participant must sign certain legal documents, including but not limited to that certain Disclosure of Danger, Release of Liability, and Grant of Media Rights and related waiver, release, discharge, agreement not to sue, indemnification, and grant of media rights. I am signing the Disclosure of Danger, Release of Liability, and Grant of Media Rights and related waiver, release, discharge, and agreement not to sue, indemnification and grant of media rights, freely, without any fraud or duress, and acknowledge that I have read and understand the same. In the event that it is determined that I am not the parent or legal guardian of the Minor, or did not have the legal capacity to execute the documents on behalf of said Minor, then I agree to defend and indemnify (including all costs, expenses, and attorney's fees) the Releasees, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, Minor's entrance to, use of, and/or participation at the Harrison Water Sports Facility, including any and all claims or actions based on negligence or gross negligence on the part of 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 WATER SPORTS BOATING ACTIVITIES OR ATTENDANCE AND/OR USE OF THE FACILITIES.**

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