

**You should not participate in Water Sports Activities if you are pregnant or have a pre-existing condition or injury, including but not limited to: heart or respiratory distress; back, neck and/or muscle pain; or joint issues. Consult your physician prior to participation.**

**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**

*PLEASE READ CAREFULLY!*

SIGNATURE

<b>Participant Name</b>	Last	First	Middle Initial	Age M / F
<b>Address</b>	Street	Emergency Contact Name and Phone Number		
	City	Prov./State	Country	Postal/Zip Code

**\*\*\* IF YOU ARE EXECUTING THIS WAIVER AS THE PARENT/GUARDIAN OF MORE THAN ONE MINOR PARTICIPANT, USE THE BACK OF THIS WAIVER TO LIST ALL MINOR PARTICIPANTS THAT YOU CLAIM LEGAL RESPONSIBILITY FOR \*\*\***

**TO: HARRISON WATER SPORTS INC. ("HWS")** and its 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**" means all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: the water park; tubing behind boats; water vessel rental and operation, including boating, bumper boating, Sea Doos, BBQ Boats and other equipment; orientation and instructional courses; seminars and sessions; and all travel either within or beyond the designated boundaries in any way connected with or related to the Water Sports Activities; the use of a boat BBQ, BBQ utensils or BBQ related equipment including but not limited to gas; consuming anything on the boats including anything prepared and/or cooked on or off 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 water park, or on the shuttle tube, or on the boats or the dock or the marina, jumping, diving and/or falling into the water from the water park, or the shuttle tube or the boats or the dock or marina, and other such activities, events and services in any way connected with or related to the Water Sports Activities.

**REQUIRED EQUIPMENT:** I will wear an approved life jacket at all times while participating in the Water Sports Activities. I also acknowledge and agree that I will carry on board of any water vessel all additional safety equipment as required by the Releasees. I agree that I shall satisfy myself of any questions or concerns that I may have arising from the use of an approved life jacket and all additional safety equipment before commencing the Water Sports Activities.

**ASSUMPTION OF RISKS:** I am aware that participating in Water Sports Activities involves many risks, dangers and hazards that could result in: personal injury, including sickness, illness, psychological injury; death and/or property damage. The risks, dangers and hazards include but are not limited to: swimming; diving; drowning; using any objects or equipment in connection with water skiing, wake boarding, tubing, operating water vessels and participating in the waterpark; operating and riding in water vessels; slip and/or falls while getting into or out of a water vessel or on or off the dock or marina or waterpark; falling off a water vessel or dock or marina or water park; changing and inclement weather conditions including but not limited to storms, high wind, high waves and lightning; changing water conditions including but not limited to changes in water flow, water surfaces, depths, currents, waves and wakes created by natural occurrences or by other vessels; impact or collision with the water surface, exposed or unexposed rock, sandbars, docks, vessels, vehicles, debris, or other natural or unnatural objects or structures; encounters with domestic or wild animals; impact or collision with other persons including but not limited to swimmers, water skiers, wake boarders, tubers, water park participants and water vessel operators; failure to operate water vessels safely or within a participant's ability; a water vessel capsizing; negligence of others including but not limited to swimmers, skiers, wake boarders, tubers, water park participants and/or water vessel operators; using boat BBQ's or BBQ related equipment or utensils including but not limited to gas and/or gas explosions; consuming anything on a water vessel including anything prepared and/or cooked on or off the water vessel, dock or marina; malfunctions of a water vessel, BBQ or water park equipment; becoming lost or separated from the Releasees or other participants; failing to use the safety equipment as instructed by the Releasees; allowing third parties onto a water vessel or the water park who have not engaged with the Releasees and signed a waiver; failing to take care in preparing to use the Water Sports Activities; and any and all 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. I understand that communication when participating in Water Sports Activities may be difficult and in the event of an accident, rescue and medical treatment may not be readily available.

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

SIGNATURE

**ALCOHOL AND DRUGS:** I acknowledge that the use and/or consumption of alcohol and/or drugs or being under the influence of any of the aforementioned IS ABSOLUTELY PROHIBITED ON ALL WATER VESSELS, WHILE PARTICIPATING IN WATER SPORTS ACTIVITIES AND WHILE AT THE FACILITIES AND SERVICES. If I use, consume or am under the influence of alcohol or any drug prior to or while participating in Water Sports Activities or while at the Facilities and Services, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS, 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 PARTICIPATION IN WATER SPORTS ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ANY AND ALL DRUGS.

**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 other facilities (hereinafter referred to as the "Facilities and Services"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that I 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 in Water Sports Activities or my use of the Facilities and Services, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, NEGLIGENCE, CONSUMPTION OF ALCOHOL OR DRUGS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT AND ANY OTHER 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 MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WATER SPORTS ACTIVITIES AND MY USE OF THE FACILITIES AND SERVICES.

SIGNATURE

- 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 in the Water Sports Activities or use of the Facilities and Services;
- TO DISCLOSE TO the Releasees all potential operators, passengers, participants and users of any of the Water Sports Activities and TO PROHIBIT any third parties, undisclosed to the Releasees, to participate in the Water Sports Activities;
- This Release 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;
- 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
- 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 British Columbia.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Water Sports Activities and the use of the Facilities and Services, other than what is set forth in this Release Agreement.

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

**IF EXECUTING FOR PARTICIPANTS UNDER THE AGE OF 19 (THE "MINOR PARTICIPANT"): I HEREBY CONFIRM THAT I AM THE PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS MINOR PARTICIPANT AND I DO CONSENT AND AGREE TO THE MINOR PARTICIPANT'S RELEASE OF THE**

RELEASEES. I AGREE TO RELEASE AND TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THE MINOR PARTICIPANT'S PARTICIPATION IN THE WATER SPORTS ACTIVITIES AND USE OF THE FACILITIES AND SERVICES.

Signature of PARTICIPANT:	Signature of WITNESS:	<b>FOR PARTICIPANTS UNDER THE AGE OF 19:</b>	Signature of PARTICIPANT/GUARDIAN:
Print PARTICIPANT name clearly:	Print WITNESS name clearly:		Print PARENT/GUARDIAN name clearly:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTINUED FROM PAGE 1

PAGE 1 OF 2; CONTINUED ON PAGE 2 ➔

**EXECUTION FOR PARTICIPANTS UNDER THE AGE OF 19 (THE "MINOR PARTICIPANTS"):** I HEREBY CONFIRM THAT I AM THE PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE MINOR PARTICIPANTS LISTED BELOW. I DO CONSENT AND AGREE TO THESE MINOR PARTICIPANTS' RELEASE OF THE RELEASEES AS DESCRIBED AND AGREED TO ON PAGE 1 OF THIS WAIVER. I AGREE TO RELEASE AND TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THESE MINOR PARTICIPANTS' PARTICIPATION IN THE WATER SPORTS ACTIVITIES AND USE OF THE FACILITIES AND SERVICES AS DESCRIBED AND AGREED TO ON PAGE 1 OF THIS WAIVER.

SIGNATURE

Child Full Name:	Age: Sex: M / F	Child Full Name:	Age: Sex: M / F
Child Full Name:	Age: Sex: M / F	Child Full Name:	Age: Sex: M / F
Child Full Name:	Age: Sex: M / F	Child Full Name:	Age: Sex: M / F
Child Full Name:	Age: Sex: M / F	Child Full Name:	Age: Sex: M / F
Child Full Name:	Age: Sex: M / F	Child Full Name:	Age: Sex: M / F

Signature of WITNESS:	Signature of PARENT/GUARDIAN:
Print WITNESS name clearly:	Print PARENT/GUARDIAN name clearly:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. END OF DOCUMENT

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**NOT FOR USE**