

ROAM Adventures Inc. dba Kootenay Kayak Co.

Waiver and Release of Liability

NAME: _____

ADDRESS: _____

PHONE/ RES: _____ WORK: _____ EMER: _____

I (WE) HEREBY ACKNOWLEDGE AND AGREE that in consideration of being permitted to participate in the activities of the Kootenay Kayak Co./ROAM Adventures Inc. (hereinafter called the "company") or ROAM Holdings Inc. including but not restricted to the sport of kayaking and such other related activities attributable to the sport of kayaking, including travel to and from any location at which such activities occur.

I DO HEREBY RELEASE the company, its members, officers, employees, contractors and agents from liability in respect of all personal injuries, property losses, or other damages which I may suffer arising out of or connected in any way with my participation in the aforesaid kayaking activities, notwithstanding that such injuries or losses or damages may have been caused solely or partly by the negligence, or breach of contract or breach of fiduciary duty, of the company, or any of its members, officers, employees, directors, contractors or agents.

AND I HEREBY SPECIFICALLY WAIVE as against the company, its members, officers, directors, employees, contractors and agents all claims and causes of action of any kind which I may have with respect to the foregoing:

I FURTHER HEREBY ACKNOWLEDGE AND AGREE:

- A: that the sport of kayaking is dangerous, exposing its participants to many risks and hazards, some of which are inherent in the nature of the sport itself and others which may result from human error and negligence and as a result of the aforesaid risks, I recognize as a participant I may suffer serious personal injury or death or property loss as a result of the foregoing, but I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, and accordingly my preparation for and participation in kayaking shall be entirely at my own risk;
- B: That I understand that neither the company nor its members, officers, directors, employees, contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation in the activities of the company;
- C: That I clearly understand that the company will not permit me to participate in any kayaking programs or activities unless I sign this waiver and release of responsibility.

THAT I have carefully read this waiver and release of liability and I fully understand the same and am freely and voluntarily executing the same;

THAT I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement, which requirement I hereby waive;

THAT I understand that by signing this agreement I will be forever prevented from suing or otherwise claiming against the company, its members, officers, directors, employees, contractors or agents for any loss or damage that I may sustain while participating in or preparing for any of the above mentioned kayaking activities, whether or not such loss or injury is caused solely or partly, by the negligence of the company or any of its members, officers, directors, employees, contractors or agents;

THAT this waiver and release of liability is binding upon myself, my heirs, executors, administrators, personal representatives and assigns.

DATE: _____ **SIGNATURE:** _____

PARENT/GUARDIAN IF UNDER 18 YEARS OLD: _____

**The Kootenay Kayak Co. 639 Baker St, Nelson, BC, V1L 4J3. Phone: (877) 229-4959
Facsimile: 250 354 2058 Web: www.kootenaykayak.com**