

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(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 INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**  
*This Release Agreement shall apply to all subsequent pass & card renewals*

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To: **Ken Thompson**, the SOLE-PROPRIETOR of **ELORA RAFT RIDES**, and its employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees").

**DEFINITION:** in this release agreement, the term "River Rafting Activities" shall apply to all activities, events, or services provided, arranged, organized, sponsored or authorized by the Releasees, including, but not limited to: white water rafting; stand-up paddle boarding; canoeing; kayaking; bicycling; use of safety equipment, including personal flotation devices, helmets, fins, webbed gloves, and wetsuits; orientation and instruction sessions; all transportation or travel to and from the river; loading and unloading of vehicles, bicycles and rafts; and all activities while on the river and all activities while utilizing the Releasees' facilities.

"Activity" includes all recreational or competitive activities, attractions, events, or services provided by **Ken Thompson** operating as **ELORA RAFT RIDES**, including, but not limited to: swimming; boating; water tubing; water surfing; canoeing; kayaking; standup paddle boarding; activities on decks, docks, and beaches; hiking; cycling; use of rental equipment obtained from the Releasees or facilitated through the Releasees; food and beverage and retail locations; the use of vehicles, sidewalks, stairwells, trails, picnic pavilions and parking lots.

**RIVER RAFTING SAFETY CONDITIONS AND ACKNOWLEDGEMENT**

**I AM AWARE** that "River Rafting" may involve sudden, violent and unexpected movement of the raft, which may result in injury or aggravation of previous injuries and wearing both a helmet and personal flotation device while "River Rafting" does not eliminate the risk of being injured and only minimizes the risk of injury and / or death. And **I ACKNOWLEDGE** that I have been advised to wear both a **helmet and a personal flotation device** while "River Rafting" and that I will receive instruction as to the proper use of the helmet and the personal flotation device from the guides prior to engaging in "River Rafting Activities",

Furthermore, **I ACKNOWLEDGE** that I have been advised to seek medical advice if I know, or suspect, that my physical condition may be incompatible with "River Rafting" and that, consequently, I have determined that I can engage safely in "River Rafting

Activities".

Moreover, **I UNDERSTAND** that I will not be permitted to engage in "River Rafting Activities" if, in the judgement of personnel of Elora Raft Rides, I am deemed unfit and/or have consumed **alcohol or recreational drugs** effecting the safety of myself and others.

## **ASSUMPTIONS OF RISK**

**I AM AWARE** that River Rafting Activities, involve many risks, dangers, and hazards, including, but not limited to: **accidents**, which occur during transportation, or travel to, and from the river; **slips, trips and falls**; the overturning or **upsetting of rafts**; sudden, violent and unexpected movement of the raft; **entrapment** by trees, logs, rocks, or equipment; **drowning**; **hypothermia** due to exposure to very cold water; **falling from the raft** into long sections of continuous rapids; impact or **collision with natural objects** including rocks, trees, logs, deadfall, riverbed, or riverbank; **collisions** with other persons or other vessels and other rafting equipment; encounters with **high winds**; **equipment failure**; variation in **water conditions**, surfaces, and currents; negligent first aid, negligent **rescue efforts**; and the negligence of **other participants**.

**I AM AWARE** that participating in the activity involves many associated risks, dangers, and hazards, including, but not limited to: **slipping, tripping, and falling**; changing **weather conditions**; marked and unmarked **obstacles**; failure of or hidden **defects in equipment**; negligent **first aid**; negligence of other activity participants, **Releasees**, or Releasor, including failure to follow **applicable rules and procedures**; risks resulting from the negligence; **breach of contract** or **breach of any statutory duty of care** by the Releasees; the **failure by the Releasees to safeguard or protect me** from the activities' exposure to the elements, exposure to natural and/or people made objects, exposure to pollution, exposure to infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect means that results in **physical distress, illness, or death**; the risk of collision or impact with other **activity participants, objects, or vehicles**; variable and difficult **terrain conditions**; **fatigue**; sun or **heat exposure**; encounters with **poison ivy**, or insects/rodents; **loss of control** or balance; and **failure to act safely or within one's own ability**.

**I AM ALSO AWARE** that there is a risk of negligence on the part of the Releasees and **I UNDERSTAND** that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of "River Rafting Activities" and the use of the Releasees' premises.

**I FREELY ACCEPT AND ASSUME** all risks, dangerous and hazards associated with "River Rafting Activities" 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 River Rafting Activities and permitting my use of their equipment, vehicles, parking and other facilities (hereinafter "the premises"), I hereby agree as follows:

**1. 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 River Rafting Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS' LIABILITY ACT**, R.S.O. 1990, c. 0.2, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD, PROTECT OR RESCUE ME FROM THE RISKS, DANGERS AND HAZARDS OF RIVER RAFTING ACTIVITIES REFERRED TO ABOVE. I HEREBY AGREE THAT THE RELEASEES SHALL NOT BE LIABLE FOR ANY SUCH PERSONAL INJURY, DEATH OR PROPERTY LOSS AND RELEASE THE RELEASEES AND WAIVE ANY AND ALL CLAIMS WITH RESPECT THERETO.

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in River Rafting Activities;
3. 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;
4. 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 Ontario and any litigation involving the parties to this agreement shall be brought in the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
5. **SEVERABILITY** - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct; and
6. **NO OTHER REPRESENTATIONS** - In entering this Agreement, I am not relying on any oral or written representation or statements made by the Releasees other than what is in this Agreement.

**PHOTO/VIDEO RELEASE** - I consent to photographs and/or video taken of me (and any minor children listed above) being used for advertising, promotional or marketing purposes.

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 River Rafting Activities, other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.**

Participant (print clearly)	Participant's Date of Birth (mm/dd/yy)	Signature of Participant (Signature of parent or guardian if participant is under age 19)	Current Date (mm/dd/yy)	Witness
1				
2				
3				
4				
5				

Phone Number	E-mail	Home Address
1		
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3		
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