

ISLAND JOY RIDES INC

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY (and please print)

LAST NAME: _____ **FIRST NAME:** _____

STREET ADDRESS: _____

CITY: _____ **PROV/STATE:** _____ **POSTAL/ZIPCODE:** _____

CELL PHONE: _____

DATE OF BIRTH: _____ **AGE:** _____

EMAIL ADDRESS: _____ **TOUR NAME:** _____

***DO YOU HAVE ANY HEALTH ISSUES ISLAND JOY RIDES SHOULD KNOW ABOUT BEFORE YOUR TOUR? YES _____ NO _____**

IF YES, PLEASE IDENTIFY _____

EMERGENCY CONTACT NAME AND NUMBER: _____

TO: ISLAND JOY RIDES INC., Old House Village Hotel, Blue Moon Estate Winery, Kingfisher Oceanside Resort & Spa, Dolphins Resort, Oak Bay Marine Group, Atlas Café, Locals Restaurant, Vancouver Island Visitor Centre, , Campbell River Whale Watching, Comox Valley Kayaks, Quadra Island Kayaks, Comfort Inn, Angler's Dining Room, Gowlland Harbour Resort, 40 Knots Winery, Gladstone Brewing Company, Cumberland Brewing, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AND THE MANUFACTURERS AND DISTRIBUTORS OF EQUIPMENT USED IN ACTIVITIES, and all of their directors, officers, employees, guides, agents, contractors, independent contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Agreement, the term " the Activities" shall include but is not limited to: guided bike tours, independent biking, hiking, swimming, boating, kayaking, guided kayaking, fishing, water taxi tours, ferry travel, canoeing, river rafting, beach exploration and all activities, services and use of facilities either provided by or arranged by the Releasees including tours, orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, first aid services, and all travel by or movement around bikes, cars, trucks, boats, or any other vehicles.

ACKNOWLEDGEMENT – SAFETY EQUIPMENT and HEALTH

I understand that, for my safety and for the law, I must wear an approved helmet while participating in any biking activity. I will follow all traffic laws. I acknowledge that I have been advised to wear safety equipment while participating in the Activities. Instruction as to the appropriate safety equipment and the proper use of the safety equipment is available from the guides. I am aware that participating in the Activities may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

ASSUMPTION OF RISKS – UNEVEN TERRAIN, ROAD TRAVEL, WEATHER, NEGLIGENCE

I am aware that participation in the Activities can involve many risks, dangers and hazards. The terrain used for the Activities can be uncontrolled, unmarked, not inspected, and can involve risks, dangers and hazards. These may include, but are not limited to: falling trees and branches; heavy rain; high winds; lightning; loose or unstable rocks, roots and fallen logs; sticks; garbage; slippery ground; hypothermia; equipment failure; encounters with domestic and wild animals; slips, falls and impacts or collision with other bikes, persons, animals, equipment, fire, or objects; becoming lost or separated from one's party or guide; negligence of other persons; and negligence on the part of the releases, including the failure by the releasees to take reasonable steps to safeguard or protect me from any risks, dangers, and hazards of the activity. I am aware that the Releasees may fail to predict whether certain terrain is safe for activity or travel. Communication at times may be difficult, and in the event of an accident or illness, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

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**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE 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.**

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID.

I acknowledge and agree that all expenses associated with emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of the Releasees allowing me to participate in the Activities as defined in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged. 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 the Activities
 - 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 the Activities;
 - 3 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;
 - 4 This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
 - 5 Any litigation **involving** the parties to this 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.
 - 6 Damage to Equipment: I agree that I will be responsible for any and all damage that I purposely cause to the equipment used while in my possession.
 - 7 As a parent or guardian of my guest that is under the age of 19 years I agree that I will sign this agreement and therefore the same conditions of this waiver will apply to that guest.
- In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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.

How did you hear about Island Joy Rides? Please circle: Word of Mouth Advertisement Other _____
Website using the search words: _____

I give permission for my image &/or comments to be used for promotional purposes (social media) by Island Joy Rides and to be contacted occasionally by the company if there's something new to share. YES _____ NO _____

GUEST SIGNATURE: _____ **DATE:** _____

SIGNATURE OF PARENT OR GUARDIAN IF GUEST IN UNDER AGE 19: _____

PLEASE PRINT NAME OF PARENT OR GUARDIAN: _____

**This agreement must be read, completed and signed prior to participating in the Activities offered by
ISLAND JOY RIDES INC.**