

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY !

TO: **VANCOUVER WHALE WATCH LTD., CANNERY CHANNEL TOURS LTD.**, and each of their directors, officers, employees, volunteers, agents, guides, insurers, independent contractors, subcontractors, suppliers, representatives, sponsors and each of their respective successors and assigns (**collectively, the "RELEASEES"**).

DEFINITION:

In this Release Agreement, the term "Marine Excursion" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include, but is not limited to, whale watching excursions.

ASSUMPTION OF RISKS:

1. I am aware that a Marine Excursion involves many risks, dangers and hazards which include, but are not limited to, rough or variable sea conditions such as strong currents, eddies, large waves, swells, wakes from other vessels, floating objects, underwater waves and hazards such as cables, wreckage, stumps, rocks or shoals, any of which may be encountered suddenly and without warning; rough or variable weather conditions, including heavy rain, lightning and high winds; ocean spray; wet and slippery decks, ramps and stairs; sudden or violent movement of the vessel; collision with docks, wharves, shore, objects or other vessels; prolonged exposure to cold water; hypothermia; capsizing; accidental drowning; negligence of other participants and other persons or guides and **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 A MARINE EXCURSION INCLUDING THOSE REFERRED TO ABOVE. 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 AND/OR RELATING IN ANY WAY TO MY PARTICIPATION IN THIS MARINE EXCURSION.**
2. I specifically understand that the area and seats at or near the front of the vessel provide a rougher and bumpier ride than the area and seats at the rear of the boat, and that persons with any back or neck problems should not sit or stand at or near the front of the vessel.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the RELEASEES agreeing to my participation in the Marine Excursion and permitting my use of their services, vessels, equipment, parking and other facilities, and for other good and valuable consideration, 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 have in the future against the RELEASEES and to release the RELEASEES of and 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 Marine Excursion DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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*, RSBC 1996, c.337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING ANY 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 MARINE EXCURSION INCLUDING THOSE REFERRED TO ABOVE.
2. To hold harmless and indemnify the RELEASEES of and from any and all claims and liability, including all related legal fees and expenses, for any property damage, loss, personal injury or death to any third party, arising from or in any way connected with, my participation in the Marine Excursion, or my use of the RELEASEES' vessels, equipment or facilities.
3. Notwithstanding anything else in this Release Agreement, and without detracting from any limitation or exclusion of liability contained herein, if it is held that any of the RELEASEES are liable to me for any claim, then I agree that the amount of their liability shall not exceed Cdn\$1,000.00.
4. That this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed and interpreted solely in accordance with by the laws of the Province of British Columbia and no other jurisdiction.
5. That any litigation, actions, suits or claims against or involving the RELEASEES 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 or of the Federal Court of Canada.
6. That this Release Agreement shall be effecting and binding upon my spouse, children, parents, heirs, next of kin, executors, administrators, successors, assigns and representatives in the event of my death or incapacity.
7. That in entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the RELEASEES, or the lack of any such representations or statements, with respect to the safety of, or my participation in, any part of the Marine Excursion, other than what is set forth in this Release Agreement.
8. That I am age nineteen (19), or older, and that I have had an opportunity to carefully read this Release Agreement and to consider all of its contents; that I fully understand its contents and agree to be bound by its terms; and that I am relying wholly upon my judgment, belief and knowledge, freely and of my own accord, as acknowledged by my signature hereon.

Print First Name

Print Last Name

Signature

Date

Street Address

City

State/Province/Country

Postal/Zip Code

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE SIGNED IF ABOVE PARTICIPANT IS UNDER THE AGE OF 19 YEARS)

In consideration of _____ (print minor's name) (the "Minor") being permitted by the RELEASEES to participate in the Marine Excursion and to use their vessels, equipment, parking and other facilities I accept, on behalf of the Minor and myself, all risks referred to above in this Release Agreement, and agree to be bound by its terms including waiving all claims against the RELEASEES. I further agree, on behalf of the Minor and myself, to indemnify and hold harmless the RELEASEES from any and all claims, including all related legal fees and expenses, brought by or on behalf of the Minor or any third party, or which result from or are in any way connected with, such participation in the Marine Excursion by the Minor, or such use of the RELEASEES' vessels, equipment, parking and other facilities by the Minor.

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian