

**STAND-UP PADDLE BOARDING ACTIVITIES**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")**

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

**PLEASE READ CAREFULLY!**

**INITIAL** \_\_\_\_\_

<b>Name</b>	Last	First
<b>Address</b>	Street	City
	Country	Postal/Zip Code
	Email (optional)	Date of Birth: Day / Month / Year
		Prov/State

**TO:** **Glow SUP Adventures Inc.**, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

**DEFINITIONS**

In this Release Agreement, the term "**Activity**" shall include all activities, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: stand-up paddle boarding, swimming, Stand Up Paddle Boarding Yoga, Kayaking, and other forms of open or closed water-based activity; rental or use of stand-up paddle boards, kayaks, floaties or other equipment; demonstrations; orientational and instructional courses; loading, unloading of equipment including around motor vehicles; and other activities, events and services in any way connected with or related to the Activity.

**ASSUMPTION OF RISKS – STAND-UP PADDLE BOARDING, SWIMMING, OPEN OR CLOSED WATER-BASED ACTIVITY, CURRENTS, TIDES, WEATHER ETC.** I am aware that participating in the Activity in open or closed water involves risks, dangers and hazards. Currents, tides and waves occur frequently in open water and may be caused by natural forces or by other watercraft, such as boats and ships. I acknowledge and accept that the Releasees may fail to predict whether the open or closed water is safe for the Activity or whether an unexpected current, wave or weather condition may occur. The risks and dangers of the Activity include, but are not limited to: choice of stand-up paddle boarding course, changing weather, surf, tidal or ocean current conditions; impact or collision with stand-up paddle board(s) or other watercraft, other persons, ocean or lake bottom; slippery terrain; prolonged exposure to cold water, solar radiation, dehydration, hypothermia; drowning; exposure to poisonous and/or carnivorous sea life; the failure to perform any physical activity associated with the Activity safely or within one's own ability or within designated areas; negligence of other persons or becoming lost or separated from one's party or guide; and **NEGLIGENCE ON THE PART OF THE RELEASEES. 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 THE ACTIVITY.** The site(s) used for the Activity may be uncontrolled, unmarked, uninspected and may involve many risks, dangers and hazards in addition to that of the Activity including but not limited to hidden and/or submerged obstacles such as rocks, coral reefs, tree stumps, forest deadfall or other man-made objects.

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

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

In consideration of **THE RELEASEES** allowing me to participate in the Activity, 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 the Activity, **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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. 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 THE ACTIVITY REFERRED TO ABOVE;**
- 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 Activity;
- 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 the Province 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 the Activity, 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 THIS RELEASE 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.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Witness
Please Print Name

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19

**I ACCEPT FULL RESPONSIBILITY FOR WEARING MY LIFE-JACKET AT ALL TIMES**

