



SUPPLEMENTARY BEAVER WAIVER

Trip Name:

Date:

Name of Trip Leader:

SUPPLEMENTAL Waiver of Claims, Release of Liability, Assumption of Risks and Indemnity Agreement for Beaver officials to be used by non-Beavers guests or if unsure of guests' membership status

(Hereafter referred to as the Release Agreement)

TO: Trip Leader, Beaver Canoe Club, and their Executive and the Recreational Canoe Association of British Columbia and all their members, contractors, sub-contractors, partners, assistants, and associates (all of whom are hereinafter referred to as "the Releasees")

DEFINITION

"Wilderness Activities" in this Release Agreement shall include but is not limited to canoeing, kayaking, camping, or hiking as well as all other events, activities, or services provided, arranged, or conducted including travel on land and paddling on lakes, rivers, oceans, and white water.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

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

ASSUMPTION OF RISKS

I am aware that canoeing, kayaking, hiking, or any related Wilderness Activities on water or land involves many significant risks, including but not limited to drowning, capsizing, hypothermia, bodily injury, entrapment, and death, and I freely accept and fully assume all such risks, dangers, hazards, and possible injury, death, damages and loss for me and my next of kin and minor children.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

We the undersigned in consideration of being permitted to participate in any Wilderness Activities or other services provided by The Releasees including the use of their equipment, and other facilities, hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The Releasees for any and all liability for any loss, damage, expense or injury including death that I suffer or my next of kin suffer as a result of my participation in these activities DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, BREACH OF DUTY OF CARE, OR BREACH OF CONTRACT, OR BREACH OF ANY OTHER DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD ME FROM THE RISKS, HAZARDS, AND DANGERS DESCRIBED IN THE ASSUMPTION OF RISKS ABOVE.

2. I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any claim made by my minor child or children or next of kin who are unable for any reason including age, mental or physical capacity to agree to this waiver on their own behalf. This release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death.

3. 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 Province of British Columbia and shall be governed and interpreted solely in accordance with the laws 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 Wilderness Activities other than what is set forth in this release agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES.

First and Last Name of Participant:

Signature:

Date:

Parent/Guardian Name: