

TOFINO PADDLE SURF RELEASE OF LIABILITY, WAIVER OF CLAIMS

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

TO: Tofino Paddle Surf, and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION: In this Release Agreement, the term "the Activities" means all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: stand up paddleboarding; rental of stand up paddleboards (hereinafter "SUP") and other equipment; orientation and instructional courses, tours, retreats, contests, races, seminars, fitness and yoga sessions; and all travel, transport and accommodation and other such activities, events and services in any way connected with or related the Activities.

EQUIPMENT AGREEMENT:

I accept the "Equipment" rented to me by Tofino Paddle Surf, listed in the table at the bottom of this page. The Equipment is in good working condition. I accept full responsibility for the care of the Equipment while it is in my possession and further agree to pay for any damages loss, including theft of the Equipment while it is in my possession. I agree to pay for any and all damages and/or losses of the standup paddleboards, kayaks, paddles, wetsuits, life jackets, surfboards, skim boards, leashes and/or body boards.

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I decline the option of wearing a PFD (personal floatation device) for any of the water based activities, including SUP lessons, tours, SUP Fit classes and during use of any equipment rented from Tofino Paddle Surf.

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ASSUMPTION OF RISKS:

I am aware that the Activities involve many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to negligence on the part of other participants; and **NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, 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 or any other person may suffer or that my next of kin may suffer, as a result of my participation in the Activities, **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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

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2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** for any and all liability for any property damage, loss or bodily injury to any third party resulting from my participation in the Activities or the use of any of the Releasees' equipment, including SUPs; 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 British Columbia and no other jurisdiction; and 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of the with respect to the safety of participating in 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 IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.**

Name _____ Signed this _____ day of _____, 20_____ .

Signature of participant _____

Signature of Guardian who is fully responsible for the minor during the duration of the Activities for participants **under 19 years of age:**

Street: _____ City: _____ Prov./State: _____ Postal/Zip: _____

Email: _____