



ASSUMPTION OF RISK, WAIVER & INDEMNITY AGREEMENT
(READ THIS DOCUMENT CAREFULLY, IT EFFECTS YOUR LEGAL RIGHTS)

I (or in the case of the participant below being a minor, “we” throughout this agreement), in consideration of being permitted to participate in a *Journey* as defined below, **acknowledge and agree** with Wild Root Journeys, its owners and managers including Silke Hockemeyer, and its employees, volunteers, agents, and independent or cooperating contractors, (hereafter collectively “WRJ”), as follows:

- The term “Journey”** as used in this agreement includes, but is not limited to, all activities directly or incidentally related to kayak rentals and guided wilderness tours conducted by WRJ, including but not limited to: transportation to, from and between any point in the Journey by foot, bicycle, motor or electric vehicle, or any craft intended for navigation including a kayak (hereafter a “vessel”), and the loading, unloading and use of such vehicles or vessels or any equipment associated with those items or the Journey; camping; resting; hiking; kayaking; swimming; fishing; instructional or counselling sessions; preparing and consuming meals and beverages including alcoholic beverages; and interactions with other guests or third parties and wildlife;
- Assumption of Risk by Minors and Adults:** I am aware that participation in a Journey involves significant risks, including but not limited to: slips and falls on hazardous or other terrain; falling trees, branches, rocks, or other natural physical forces; overturning of vessels including kayaks; hypothermia; drowning; severe or variable water and weather conditions including strong winds, tides and currents; storms including lightning; collision with rocks, trees, vessels, motor vehicles or the ground; equipment failure; failure of structures including tent platforms, benches, tables, toilets; inability to obtain emergency medical assistance due to remoteness of locations; exposure to poisonous flora or fauna; the intoxication or impairment of myself or others; encounters with wild and domestic animals; becoming lost or separated from one’s guide, or party; sickness or impairment on my part or the part of others; failure to act safely or within one’s ability or to stay within designated areas; and negligence of other persons including the negligence of WRJ. As a result of the aforesaid risks, a participant, including myself and the minor for whom I am guardian, may suffer serious personal injury, even death, as well as property loss, and that I freely and voluntarily assume all the aforesaid risks and hazards, and that my participation in a Journey shall be entirely at my own risk. I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in a vessel; and to carry other safety equipment such as spray deck, pump, paddle float, and bailer.
- Waiver of Rights of Adults:** I, as an adult participant, do hereby release WRJ from all liability arising out of my involvement in a Journey, and do hereby waive as against WRJ all recourses, proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or death or property losses which I, or my minor participant, may suffer arising out of or connected with my preparation for or participation in a Journey, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of WRJ;
- Indemnity by Adults:** I agree to hold harmless and indemnify WRJ from any and all liability for any property damage, personal injury or death to myself, the minor to whom I am guardian under this agreement, and any third party, resulting from my or my minor’s participation in a Journey. I further agree to be responsible for, and indemnify WRJ in respect of: (a) all costs and expenses of rescue or medical care rendered to, or in respect of a benefit for, me or the minor I am guardian for; and (b) all costs and expenses of enforcing this agreement;
- Agreement Mandatory:** I understand that WRJ would not permit me, or my minor as the case may be, to participate in any Journey unless I, and my participating minor, signed this document and agreed it applies to all the aforesaid activities whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my/our attention each time I/we participate in a Journey offered by WRJ in order to be effective;
- I have been provided adequate opportunity to review this agreement and have willingly chosen not to seek legal advice, or have sought legal advice and willingly sign this agreement. I agree that this agreement is binding on my heirs, my executors, administrators, personal representative and assigns. I further agree that any claim by me arising out my participation in a Journey must be heard exclusively by a court in British Columbia; and
- I have carefully read this assumption of risk, waiver and indemnity agreement, **warrant I fully understand it effects my legal rights, and that I am freely and voluntarily signing the same this _____ day of _____, 20_____.**

Participant’s name [print]: _____

Participant’s signature: _____

Parent/Guardian name [print]: _____

Parent/Guardian signature: _____

Witness name [print]: _____

Witness signature: _____

Email Address: _____

Phone Number: _____