

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

(hereinafter referred to as the "Release Agreement")

**By accepting the terms and conditions upon check-out online, you will waive and give up certain legal rights, including the right to sue or claim compensation following an accident.**

**PLEASE READ CAREFULLY!**

**To: BE ADVENTUROUS RENTALS**, their owners, associated companies and subsidiaries, and their respective directors, officers, employees, instructors, guides, agents, representatives, sponsors, independent contractors, subcontractors, suppliers, hosts, partners, volunteers, successors, and assigns (collectively referred to as the "Releasees"):

**Assumption of Risk**

I am aware that: Stand Up Paddle Boarding (hereinafter "SUP") and kayaking, and all other forms of travelling on natural and artificial watercourses, and all other activities conducted on the Releasees' premises involve many risks, dangers, and hazards. These risks, dangers, and hazards include but are not limited to: use of, embarking on, and disembarking from Stand Up Paddle Boards and Kayaks; changing or inclement weather; flash floods; swells; capsizing, drowning and/or death; hypothermia; encounters with aquatic life; exhaustion; dehydration; water pollution; sun/heat exposure; mental and psychological trauma; avalanches; rock, earth, ice, and other natural objects; changes or variations in the terrain which may create blind spots or areas of reduced visibility; unforeseen changes or variations in the surface of a watercourse; variable and difficult conditions; streams and creeks; collision with any natural or manmade objects, other persons or other vehicles and equipment, structures or buildings; loss of balance or control; slips, trips, or falls; failure to act safely, within one's own ability, or to stay within designated areas; animal encounters; negligence of other watercourse users, and **NEGLIGENCE ON THE PART OF THE RELEASEES, WHICH I UNDERSTAND INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS LISTED ABOVE.** I am aware that the risks, dangers, and hazards referred to above exist throughout the Releasees' premises and anywhere where I might choose to utilize the rented equipment and beyond its borders, and that most if not all hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM ON BEHALF OF MYSELF AND/OR PERSONS THAT I AM LEGALLY RESPONSIBLE FOR.**

**Assumption of Risk – COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, government health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. *Be Adventurous Rentals* has put in place preventative measures to reduce the spread of COVID-19, however, *Be Adventurous Rentals* cannot guarantee that you or your child(ren) will not become infected with COVID-19. Furthermore, attending *Be Adventurous Rentals* could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this Release Agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Be Adventurous Rentals and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at *Be Adventurous Rentals* may result from actions, omissions or negligence of myself and others, including, but not limited to, *Be Adventurous Rentals* employees, volunteers and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Be Adventurous Rentals or participation in Be Adventurous Rentals programming (hereinafter "Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Be Adventurous Rentals, its employees, agents and representatives from any Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this Release Agreement includes any Claims based on the actions, omissions, or negligence of *Be Adventurous Rentals*, its employees, agents and representatives, with respect to the transmission of COVID-19.

### **Fitness for Participation**

I certify that I have (or the persons I am a legal guardian of, such as my child have) adequate insurance to cover any injury or damage I may cause or suffer while participating in SUP, Kayaking or other watercourse activities. In the event I do not, I agree to bear the costs of such injury or damage myself. I further declare that I am willing to assume the risk of any medical or physical condition I (or the persons I am a legal guardian of, such as my child) may have, including, but not limited to pregnancy, heart condition, back problems, loss of consciousness and/or epilepsy.

### **Release of Liability, Waiver of Claims, and Indemnity Agreement**

In consideration of the Releasees accepting my application to rent equipment, I 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 may suffer, or that my next of kin may suffer resulting from or incidental to either my use of equipment or my presence on their facilities; 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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION 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 REFERRED TO ABOVE;
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party resulting from or incidental to my use of rental equipment or presence at the facilities;
3. That 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. That 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 Alberta and no other jurisdiction; and

5. That any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta, Judicial District of Red Deer.
6. That in entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Stand Up Paddleboarding, Kayaking, or any other activities other than what is set forth in this Agreement.
7. If the renter is a minor, I as parent or legal guardian warrant and represent that this Release Agreement, its significance, and the assumption of risk, has been explained to and understood by the minor child. I hereby declare that I am the parent or legal guardian of the named participant.

**I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT AND I AM AWARE THAT BY ACCEPTING THE TERMS AND CONDITIONS UPON CHECK-OUT ONLINE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**I UNDERSTAND THAT I AM RESPONSIBLE FOR MY OWN SAFETY IN ALL ACTIVITIES AND UNDERSTAND THAT WEARING A PERSONAL FLOATATION DEVICE (PFD) WHILE OPERATING WATERCRAFT IS REQUIRED UNDER THE LAWS OF THE PROVINCE OF ALBERTA.**