



JH Marina & Resort Inc.
 PO Box 68, 4890 Pool Rd.
 Garden Bay BC V0N 1S0
 Tel. 604-883-2336, Ext. 1
 Email: info@johnhenrysresortmarina.com

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

(hereinafter referred to as the "Release Agreement")

**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!

_____ Renter(s) Initial(s)

TO: JH Marina & Resort Inc., Her Majesty the Queen in right of the Province of British Columbia, and the directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom hereinafter referred to "**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: rental of kayaks, bicycles, stand-up paddle boards and/or power boat (hereinafter called "the rental units") and other equipment; orientation, and other such activities, events and services in any way connected with or related to the Activities.

Assumption of Risks: I/WE am/are aware that the Activities involve many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to: slip and falls while getting into or out of the boat, kayaks, stand-up paddleboards or bicycles; falling off any of the rental units; overturning out of the rental units; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/US FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.** Communication in the remote terrain which is sometimes used for the Activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

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.

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL
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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, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 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 ACTIVITES.

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL
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2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the Activities;
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 British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia
6. I acknowledge that I am personally and financially responsible to return all equipment in same condition in which it was received and on time.

In entering into this Release Agreement I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Agreement.

I/WE CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I/WE AM/ARE AWARE THAT BY SIGNING IT I/WE AM/ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I/WE MAY HAVE AGAINST THE RELEASEES.

Name (print clearly)	Date of Birth (dd/mm/yy)	Signature	Current Date (dd/mm/yy)	Witness
1. _____	__/__/__	_____	__/__/__	_____
2. _____	__/__/__	_____	__/__/__	_____
3. _____	__/__/__	_____	__/__/__	_____
4. _____	__/__/__	_____	__/__/__	_____
5. _____	__/__/__	_____	__/__/__	_____

Emergency Contact Name & Phone:

Emergency Contact and Search & Rescue
 will be notified within 1 hour if you miss your due in time. Rescue costs are the renter's responsibility. Rescues/pick-ups are a minimum \$100 charge. **PLEASE** call us to let us know you'll be late. Before 6pm, please call: 604-883-2336, Ext. 1 After 6pm, please call: 604-883-2336, Ext. 2 (John Henry's General Store)

Thank you for renting from JH Marina & Resort! We hope you have a memorable and fun time. We would love to read about your experience on Yelp, Trip Advisor or Google+!