



# MISTY ISLES ADVENTURES

## Sailing, Kayaking and Hiking

Box 137, Mansons Landing, Cortes Island, B.C., Canada V0P 1K0

### PARTICIPANT'S AGREEMENT

Name of Participant: \_\_\_\_\_ Age (if under 19): \_\_\_\_\_

Name and Date of Event: \_\_\_\_\_

#### DESCRIPTION OF RISKS

Misty Isles Adventures is committed to offering quality, adventure learning programs and adventure by definition is "an exciting (and dangerous) undertaking, an unusual experience". Activities may include but are not limited to; sailing, cruising, kayaking, hiking and swimming. Although we strive to offer adventure programs at minimum risk, outdoor activities and wilderness environments have inherent risks. The following information is presented to ensure your awareness of what those potential risks may be.

Outdoor activities and environments have certain inherent risks, which include but are not limited to:

- unpredictable & variable weather conditions (e.g. heat, cold, wind, rain hail, lightening, UV sun rays);
- unpredictable & variable ocean conditions (e.g. wind, waves, collision with exposed or unexposed hazards including vessels);
- natural hazards (e.g. rock falls, lightening strikes, earthquakes, animal attacks, contact with poisonous plants, marine life, ticks and water hazards including drowning).
- slipping and falling hazards.

Furthermore I am aware that:

- Failure to follow instructors/ guides' instructions and/ or rules may result in injury or illness.
- While on deck of Misty Isles or while in a tender boat I will be required to wear an approved Personal Floatation Device at all times.
- Physical exertion is required for many activities and lack of physical fitness may contribute to injury or illness and result in discomfort.
- Emotional stress may occur as a result of being in an unfamiliar environment or as a result of reaction to extreme forces and conditions.
- Possession and/ or the consumption of illegal drugs or any other undisclosed drug including alcohol is not permitted during the program as they may contribute to injury or illness.
- Activities may take place in remote locations without road access or cellular phone/ VHF reception. Should medical attention be required, remoteness and the resulting lack of instant communication may contribute to a delay.
- I will be expected to pay for any expenses incurred as a result of emergency evacuation or medical care.
- Misty Isles Adventures staff reserve the right to cancel activities without prior notice.

#### RELEASE

I agree to be solely responsible for any injury, loss or damage which I might sustain while participating in a Misty Isles Adventures Program including transportation in a motor vehicle to and from the Program, and I agree to release Misty Isles Adventures, its affiliated and related companies and all officers, employees, agents, representatives, independent contractors and volunteers of all responsibility for such injury, loss or damage.

#### ACKNOWLEDGMENT

I acknowledge that I have read this agreement and that I fully understand, appreciate and accept the physical risks associated with my participation in a Misty Isles Adventure Program. By signing this agreement voluntarily I am agreeing to abide by these terms.

Signed at \_\_\_\_\_ (city/town) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Parent or Guardian (if Participant is under 19)

\_\_\_\_\_  
Signature of Parent/Guardian (if Participant is under 19)

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness