



MISTY ISLES ADVENTURES

Sailing, Kayaking and Hiking

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

WAIVER OF LIABILITY

Misty Isles Adventures is committed to offering quality, adventure learning programs and adventure by definition is “an exciting (and dangerous) undertaking, an unusual experience”. 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 and ticks).

Activities may include but are not limited to; sailing, cruising, kayaking, hiking, camping, cooking on camp stoves and swimming.

Physical exertion is required for many activities; 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 of one or two days. You will be expected to pay for any expenses incurred as a result of emergency evacuation or medical care.

Failure to follow instructors/ guides' instructions and/ or rules may result in injury or illness.

Misty Isles Adventures staff reserve the right to cancel activities without prior notice.

In consideration and as a precondition to doing business with Misty Isles Adventures, its affiliated and related companies and all officers, employees, agents, representatives and independent contractors (together called Misty Isles Adventures) and in consideration of Misty Isles Adventures permitting me to participate in its tours and program activities and to use or rent equipment including motor vehicles and marine vessels used for travel to and from any location at which such courses, activities and use of equipment may occur, I the undersigned hereby agree as follows:

“I freely accept and fully assume all inherent risks, dangers and hazards of the program and the possibility of personal injury, death, property damage or loss resulting therefrom and I understand that I am responsible for my own safety and that Misty Isles Adventures assumes no responsibility for my safety in connection with the activities. I acknowledge that the enjoyment and excitement of such activities is derived in part from the inherent risks.”

“I release all claims for loss, damage and expenses that I may have against Misty Isles Adventures and agree not to sue Misty Isles Adventures for any loss, damage or expense, including personal injury, death and property damage sustained by me as a result of participation or connection with the activities due to any cause whatsoever, including without limitation, negligence on the part of Misty Isles Adventures.”

“I am responsible for the cost of rescue or medical attention rendered to me, or for my benefit, arising from the activities and I shall indemnify Misty Isles Adventures from any and all liability in respect of any and all such cost. I am aware that Misty Isles Adventures does not provide any medical or accident insurance coverage to program participants and understand that I am responsible for arranging such insurance.”

“I shall indemnify Misty Isles Adventures from any and all liability for any loss, damage or expense, including personal injury or death to any third party, resulting wholly or in part from my negligence.”

“In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by Misty Isles Adventures.”

“I confirm that I am of the full age of 19 years and that I have read and understood this Agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrator and successors.”

Our affiliated and related companies, officers, employees, agents, representatives and independent contractors, for whom we act as agent and trustee, shall have the benefit and protection of these provisions and shall, to this extent, be deemed parties to this agreement.

This agreement shall be governed by the laws of British Columbia and Canada. Misty Isles Adventures shall have the benefit, as a right, of limitation as set out by the Canadian Shipping Act.

Date _____

Witness

Participant's Signature
