

**The Kootenay Raft Co.**  
**Assumption of Risks, Release of Liability, Waiver of Claims, Indemnity agreement & photo release.**  
By signing this document, you will waive certain legal rights, including the right to sue.

**PLEASE READ CAREFULLY**

Last Name _____	First Name _____	Initial _____
Address _____	City _____	Prov/State _____
Zip/postal Code _____	Date of birth _____	Email _____

**TO:** Canadian Rockies River Expeditions LTD, DBA The Kimberley Raft Co, DBA Kootenay Raft CO, Kimberley, British Columbia (hereinafter referred to as "KRC"), its employees, its contractors, and resellers of rafting product;  
**AND TO:** The Kimberley Golf club, its board of directors, officers, employees, contractors and/or representatives;  
**AND TO:** Any booking agents or product resellers, including the Kimberley Raft and Fly shop, Kimberley Adventure Centre, officers, employees, contractors and/or representatives;

**Definitions in this agreement:**

- a) The term "rafting" shall include river kayaking, river canoeing, Inflatable River kayaking, sportyaking, wilderness white-water rafting, white-water rafting and float trips.
- b) The term "whitewater rafting" shall include all services and use of facilities either provided by or arranged by KRC or in any way related to whitewater rafting, but not limited to: reservations, orientation and instruction sessions; transportation or travel to and from our designated trip pick up meeting area to any river access; travel via private property to gain river access; accommodation and recreational activities in addition to rafting; all rafting and river activities in the river environment including walking on shore, cliff jumping and river swimming.

**Section A: Acknowledgement of risks, rafting hazards, wilderness travel, weather etc;**

I understand that whitewater rafting involves inherent risks, dangers and hazards. Rivers are dynamic environments which are subject to continual change. I acknowledge that KRC and its staff may be unable or negligent in avoiding scenarios which may subject the rafter to ejection from the raft, separation from the raft, overturning of the raft, and broaching or wrapping of the raft on rocks or wood hazards. The river environment is uncontrolled and involves many risks in addition to white-water rafting. These risks may include but are not limited to; sweepers (trees hanging over the surface of the water), strainers (trees suspended in the water), rocks both on shore and in the water, hydraulics, steep embankments and portage trails, wild and or domestic animal encounters. I realize that communication in the river environment is difficult, and in the event of an accident, rescue and medical treatment may not be available. Travel by logging or private roads to river access can be hazardous.

**By signing this document, I am aware and fully acknowledge these risks, dangers and hazards; and I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage or loss resulting there from. I am also aware that the Kimberley Golf course can in no way be held responsible for any and all river activities arising from allowing me to access the St Mary's river via its property.**

Initial Here:

**Section B: Release of liability, waiver of claims and indemnity agreement**

In consideration of KRC allowing me to participate in whitewater rafting, I hereby agree as follows:

- 1. **To waive any and all claims** that I have or may have in the future against KRC and its employees, and or the Kimberley Golf club, its board of directors, employees, contractors, agents or representatives (hereafter referred to as KRC) arising out of any aspect of my participation in river rafting.
- 2. **To release KRC** from any and all liability for loss, damage, expense or injury including death, that I, or my next of kin may suffer as a result of participation in white-water rafting, due to any cause whatsoever, including negligence, breach of contract, or breach of any duty of care.
- 3. **To hold harmless and indemnify KRC** from any and all liability for any property damage or personal injury to any third party, resulting from my participation in whitewater rafting; **and:**
- 4. That this document shall be binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death. In entering into this agreement, I am not relying on any oral or written representation or statements made by the KRC with respect to the safety of white-water rafting, other than what is set forth in this agreement.
- 5. This agreement shall be governed by and interpreted in accordance with the laws of British Columbia. Any litigation involving the parties to this agreement shall be brought within the province of British Columbia.
- 6. I acknowledge and accept that KRC may use photos taken during this trip to be used for future promotion..

Initial Here:

I confirm that I am 19 years old or older, and that I have read and understood this agreement prior to signing it. I am also aware that by signing this agreement, I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against KRC

**Statement of Responsibility for youth in my care:** I agree that I am responsible for the following youth (18 or under)

NAME: \_\_\_\_\_ AGE \_\_\_\_\_ .      NAME: \_\_\_\_\_ AGE \_\_\_\_\_ .

Signature \_\_\_\_\_ Print name clearly \_\_\_\_\_ .

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

**KRC employee witness:** \_\_\_\_\_ .

- Please check if you do not want to receive potential future information on KRC adventures, including guest satisfaction surveys. We respect your privacy; your information is protected under the Personal Information Protection and Electronic Documents Act.