

**GENERAL RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE AND AGREE TO
ASSUME LEGAL OBLIGATIONS. PLEASE READ THIS CAREFULLY**

TO: WHITE WATER & WILD LANDS TOURS LTD. , OTTAWA RIVER WHITEWATER RAFTING (PEMBROKE) LTD, O/A WILDERNESS TOURS hereinafter referred to as the operator.

DEFINITION

In this agreement the term "Whitewater / River Rafting / Kayaking / Mountain Biking / Outdoor Adventure Activities" shall include all activities in any way related to the river rafting trip, kayaking, canoeing, snowshoeing, cross-country skiing, snowmobiling, mountain biking, kayak school programs, and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river or starting point, loading and unloading of vehicles, trailers, rafts and boats, camping, backpacking, fishing, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - WHITEWATER / RIVER RAFTING / KAYAKING / OUTDOOR ADVENTURE SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while river rafting. Instruction in the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required to participate in The Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the activities. I acknowledge I possess an average swimming ability. I acknowledge that I am free of fever, cough, shortness of breath or flu-like symptoms.

ASSUMPTION OF RISKS

I am aware that "The Activities" involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water and/or weather conditions; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters; falling, tripping or sliding on trails. I am also aware that fishing, hiking, backpacking, camping and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the backcountry terrain is difficult and, in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE, BREACH OF CONTRACT and BREACH OF STATUTORY DUTY ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH **THE ACTIVITIES** AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. . I also understand that the other risks of participating in the Activity can include exposure to the elements, exposure to natural and/or people-made objects, exposure to pollution, exposure to infectious disease, bacteria, or virus, INCLUDING BUT NOT LIMITED TO COVID-19.

GENEERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of THE OPERATORS agreeing to my participation in the "**The Activities**" and permitting my use of its equipment, vehicles, parking and other river rafting and outdoor adventure facilities (hereinafter referred to as the "**rafting and outdoor adventure facilities**"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS known or unknown that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "**RELEASEES**") AND TO RELEASE THE RELEASEES and its agent, successors, and assignees 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 RISKS, DANGERS, AND HAZARDS OF "**THE ACTIVITIES**" AND "**RAFTING AND OUTDOOR ADVENTURE FACILITIES**".

HOLD HARMLESS AND INDEMNITY AGREEMENT

1. To hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in "The Activities" and "Rafting and Outdoor Adventure Facilities";
2. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
3. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
4. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
5. I acknowledge and accept that the The Marine Liability Act, S.C.2001,c.6, may limit the liability of the

Operators in the event of an accident resulting in injury or death.

PHOTO/VIDEO RELEASE I consent to photographs being taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to "**The Activities**" and the "**Rafting and Outdoor Adventure Facilities**", other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ASSUMING LEGAL OBLIGATIONS AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.