

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

**READ CAREFULLY - YOU ARE GIVING UP SIGNIFICANT LEGAL RIGHTS**

In partial consideration of my being a participant and of the participation by minors in my care in Mothership Adventures (1998) Inc. (the "Company") trip (the "Trip"), I waive, for myself and for all minors in my care, any and all claims, I, or any minors in my care, may now and in the future have against, and release from all liability arising out of or in connection therewith, the Company and its affiliates, agents, employees, directors, officers, contractors and representatives (herein called the "Releasees"), and agree not to bring action against, and to save harmless and keep indemnified the Releasees from and against all claims, action, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, and/or the person or property of ANY PERSON IN MY CARE UNDER THE AGE OF NINETEEN, WHETHER SUCH PERSON IS MY CHILD OR NOT, participating in such trip, howsoever caused, arising out of or in connection with my and/or their participation, notwithstanding that the same may have been contributed to or occasioned by the actions or omissions, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OF THE RELEASEES.** It is understood that this Agreement is to be binding upon myself, my heirs, executors and assigns.

**I HEREBY ACKNOWLEDGE THAT I HAVE BEEN FULLY INFORMED AND UNDERSTAND THAT PARTICIPATING IN THE TRIP ENTAILS ACCEPTING RISKS,** including the risk of serious injury and/or death and/or property damage arising out of (but not limited to) slipping and falling; water hazards; drowning; exposure to temperature and weather extremes; equipment failure; injury from bear or other wildlife encounters, including firearm discharge; collision or accidents, including those which involve any use of Company vehicles; injury due to walking on slippery or unstable surfaces; being struck by dislodged or unsecured equipment or objects; the forces of nature, including lightning and rapid weather changes; and medical conditions brought on in part or in whole by my own physical condition or that of a minor in my care, and the physical exertion associated with participating in a Trip; the hazards of ocean travel by kayak and small boat; wind/waves and the risk of capsizing; hypothermia (prolonged exposure to cold), accidents/illness/injury, however caused, in places without nearby medical facilities; all incurred during the Trip, traveling to the location of the Trip, or after the Trip (collectively, the "**Risks**"). I understand that such Risks cannot be fully eliminated without jeopardizing the essential qualities of the trip. I also expressly acknowledge that **THE RISKS MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO RESCUE OPERATIONS OR PROCEDURES, OF THE RELEASEES.**

**I EXPRESSLY AGREE TO ACCEPT AND ASSUME, FOR MYSELF AND FOR ANY MINOR IN MY CARE, ALL OF THE RISKS.** My participation and the participation of any minor in my care in the Trip and my use or receipt of all services, facilities and equipment in relation thereto is purely voluntary and I/we elect to participate, use or receive same in spite of the Risks and I/we agree to bear all the costs of any resulting injury or damage. I am also willing to assume the risk of any medical or physical condition I, or any minor in my care, may have, whether disclosed or undisclosed to the Releasees I hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement **EXTENDS TO ALL ACTS OF NEGLIGENCE** by the Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the Province of B.C. and of Canada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP ESSENTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Dated: \_\_\_\_\_ )  
SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
Name: \_\_\_\_\_ )  
Address: \_\_\_\_\_ )  
\_\_\_\_\_ )

X \_\_\_\_\_  
Printed Name of Guest  
X \_\_\_\_\_  
Signature of Guest

**Instructions: Print and Sign.**

**Attach a scan in email to [info@mothershipadventures.com](mailto:info@mothershipadventures.com)  
OR mail to  
Mothership Adventures, PO Box 30, Heriot Bay BC V0P 1H0**

This document must be witnessed but a notarized witness is not necessary.