

## RELEASE & WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

By signing this document you will waive certain legal rights, including the right to sue for or claim compensation following an accident. \_\_\_\_\_ **Initials**

**TO:** Brier Island Whale and Seabird Cruises Ltd., its directors, officers, employees, agents, representatives, and contractors (all of whom are individually and collectively referred to in this document as the "Cruise Operator").

**ACTIVITY DESCRIPTION:** Participating in a whale watching cruise including, but not limited to, activities at the offices or upon the lands of the Cruise Operator, ground transportation to and from the shore, dock or wharf, activities on the shore, dock or wharf while waiting for, boarding or disembarking from any vessels including but not limited to any instructional activities and activities on or around the vessels (any and all of which are individually and collectively referred to in this document as the "Activity").

### **ASSUMPTION OF RISKS**

I am aware that participating in the Activity described above involves many risks, dangers and hazards including but not limited to: weather conditions; vessel movements; vessel collisions; equipment failure; improper use of equipment; wet and slippery surfaces; tripping hazards; slips and falls; negligence on the part of other participants and negligence on the part of the Cruise Operator, including the failure on the part of the Cruise Operator to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the activity. I freely accept and fully assume all such risks, dangers and hazards, including without limit, the risk of personal injury, death, property damage and loss occasioned during or arising from my participation in the Activity. \_\_\_\_\_ **Initials**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Cruise Operator agreeing to my participation in the Activity and permitting my use of their equipment, vessels, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I AGREE:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Cruise Operator and to release the Cruise Operator from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my dependants and next of kin may suffer, as a result of my participation in the Activity, due to any cause whatsoever, including, without limit, negligence, gross 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*, S.N.S. 1996, c. 27, or the Common Law of Canada or Nova Scotia, on the part of the Cruise Operator, and further including the failure on the part of the Cruise Operator to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Activity.
2. THAT in entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Cruise Operator with respect to the safety of participating in the Activity, other than as set forth in this Release Agreement. I am aware of the dangers involved with participating in the Activity and my participation is voluntary. \_\_\_\_\_ **Initials**
3. THAT I am particularly aware of the risks associated with the Activity for young children, seniors, pregnant woman and individuals with back or heart problems and other medical conditions. To my knowledge, my physical condition is adequate for participating in the Activity and I have no pre-existing health condition that should keep me from participating in the Activity.

I have read this Release Agreement, and I agree to be bound by its terms.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_