

## **Humber Valley Adventures Release of all Claims And Waiver of Liability**

**PLEASE READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ being of sound mind and the age of majority hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs organized by Humber Valley Adventures. I agree to this release of claims, Waiver of Liability and Assumption of risk as follows:

1. I agree to RELEASE, SAVE HARMLESS AND IDEMNIFY Humber Valley Adventures, its directors, officers, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors from and against all claims, actions, causes of action, costs, expenses, and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wheresoever and howsoever caused, arising out of, or in connection with my taking part in the activity or while travelling to and from the activity notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, negligence of Humber Valley Adventures and/or any one or more of its agents.

2. I am aware that the activity includes without limitation the following:

- a) Canoeing, kayaking, jet boating, caving, biking, swimming, sailing, paintball, cross-country skiing, backcountry skiing, Down hill skiing, snowboarding, tobogganing, outdoor ice skating, snow-shoeing, hiking, camping, fishing, rock climbing, iceberg boat tours, fishing boat tours, and helicopter use;

I am also aware of the dangers and risks inherent in participating in the activity and that they include without the limitation the following:

- b) Hypothermia, drowning, avalanches, slipping and falling, falling objects, and suffering any type of accident including illness in remote areas without easy access to medical facilities;
- c) Human error;
- d) My inexperience and the inexperience of other participants;

3. I also understand, acknowledge and agree:

- a) That the physical demands of this particular activity on me as a participant require that I am medically, physically and emotionally fit and fully able to participate in this activity, that I have adequate knowledge of lake, river, ocean, mountain and weather hazards, that I have the skills to participate in the activity and that my clothing and equipment are satisfactory for participating in the activity;
- b) Humber Valley Adventures prohibits the use of alcohol or drugs prior to and during the activity and I agree that I will not participate in the activity under the influence of alcohol or drugs and that the prior use of alcohol or drugs will not affect my ability in any way whatsoever.
- c) That at any time Humber Valley Adventures may refuse the participation of any persons, including me, who are a hazard to themselves or to any other participants or to Humber Valley Adventures.

I acknowledge and accept all of the inherent risks associated with my participating in this activity and the possibility of personal injury, death, property damage or loss resulting therefrom and agree assume all the risks and waive notice of all conditions, danger or otherwise, in or about the activity and to pay the cost of an medical attention rendered to me for my benefit that may become necessary. Further, I acknowledge and agree that because of the remoteness of some of the areas where the activity in which I am participating will take place, first aid and medical treatment may be given to me by the leader or guide or medical personnel in attendance in the event of an accident, injury or any illness during the activity.

\_\_\_\_\_  
Initial

I agree that I have carefully read this RELEASE and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by Humber Valley Adventures including those in any brochure or calendars issued by Humber Valley Adventures to induce me to take this activity.

I agree that I have read this RELEASE and understand it and further agree that this RELEASE shall bind my heirs, next of kin, executors, administrators and assigns.

I agree that this RELEASE is to be interpreted pursuant to laws of the province of Newfoundland and understand that if I have any questions regarding this RELEASE and the waiver of my rights I shall consult a lawyer prior to signing this agreement.

I agree to hold harmless and indemnify Humber Valley Adventures from any and all liability for any property damage, or personal injury to any third party, resulting from my participation in Canoeing, kayaking, jet boating, caving, biking, swimming, sailing, paintball, cross-country skiing, backcountry skiing, Down hill skiing, snowboarding, tobogganing, outdoor ice skating, caving, snow-shoeing, hiking, camping, fishing, rock climbing, iceberg boat tours, fishing boat tours, and helicopter use.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Parents Signature if Participant  
is less than 18yrs. of age)

\_\_\_\_\_  
(Print name of witness)

\_\_\_\_\_  
(Print address of witness)