

CUBA ADVENTURE COMPANY

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

KAYAKING, SUP'ing, DIVING, CYCLING, HIKING AND CLIMBING TOURS OFFERED BY CUBA ADVENTURE COMPANY ARE CONDUCTED IN UNPREDICTABLE OCEAN, LAKE ENVIRONMENTS AND HAZARDOUS MOUNTAIN TERRAIN. THESE TOURS CAN INVOLVE RISKS, DANGERS, AND HAZARDS. ALL PARTICIPANTS ARE REQUIRED TO SIGN THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT. BY SIGNING AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED DURING A TOUR.

PLEASE READ CAREFULLY!

INITIAL _____

DEFINITIONS

- a) The term "Kayaking, SUP'ing, Diving, Cycling, Hiking and Climbing tours" shall include all activities, services and use of facilities in any way related to the tours or courses for which I have registered including, but not limited to: all kayaking, SUP'ing, diving, cycling, hiking, climbing and transportation on public and private roads or highways in connection with any tour Cuba Adventure Company runs.
- b) The term "releasees" shall include: Jay Mothersill, Peter Whaley, all Cuba Adventure Company instructors, guides, assistant instructors; all organisations, associations, corporations, and individuals who provide or make available facilities, premises, or services, for Cuba Adventure Company; and their directors, employees, and contractors.

ASSUMPTION OF RISKS - KAYAKING, SUP'ing, DIVING, BIKING, HIKING, CLIMBING, WEATHER, ETC. I am aware that the tour I have registered for takes place in unpredictable ocean waters, rivers, lakes and hazardous mountain terrain and involve risks, dangers, and hazards. I acknowledge and accept that the guides and instructors may fail to predict whether travel is safe. The areas in which courses and tours are given are uncontrolled, unmarked and involve many risks, dangers, and hazards other than unpredictable weather. These may include but not be limited to: rocks, boomers, headers, sea weeds, algae, sand bars, rogue waves, whirlpools, eddies, ocean and tidal currents, fog, boats, launch/docking areas, all marine and terrestrial flora and fauna, stumps, cliffs, and forest deadfall; becoming lost, or separated from the guides or instructors; extreme and rapidly changing weather conditions; negligence of other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN KAYAKING, SUP'ing, DIVING, CYCLING, HIKING AND BIKING TOURS AND COURSES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of being permitted to participate in a kayaking, SUP'ing, diving, cycling, hiking and climbing tour or course, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees arising out of any aspect of my participation in sea kayaking and/or hiking tours and/or hiking;
2. TO RELEASE THE RELEASEES 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 during my participation in any kayaking, SUP'ing, diving, cycling, hiking or climbing tour and /or courses, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE KAYAKING, SUP'ING, DIVING, CYCLING, HIKING AND CLIMBING TOURS AND/OR COURSES;

INITIAL _____

3. TO HOLD HARMLESS AND INDEMINFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in any kayaking, SUP'ing, diving, cycling, hiking and climbing tours and or courses;

4. 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;

5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia;

6. That any litigation involving the parties to this Agreement shall be brought within the Province of Nova Scotia.

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 Kayaking, SUP'ing, Diving, Hiking or Climbing Tours and/or Courses, 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 WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date _____ Signature of participant _____

Witness _____ Print name clearly _____

*Participants under the age of 18 **MUST** have a parent or guardian sign this waiver.