

# SALAMANDER'S ECO TOURS

\_\_\_\_\_ Before you depart on your tour, you will be asked to read and acknowledge the risks associated with this eco tour \_\_\_\_\_

## ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY

In consideration of being allowed to participate in watersports events and activities and/or being provided with watersports recreational property or services, for myself and any minor children for whom I am parent, legal guardian or other responsible, and for my/our heirs, personal representatives or assigns:

**ACKNOWLEDGEMENT OF RISKS.** I acknowledge that some but not all, of the risks of participating in the watersports activity include: (1) Changing water conditions, currents, wave action, and ship wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (3) Wind, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical and emotional condition, physical coordination, ability to operate equipment, swim and/or follow direction; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, mishap while embarking/disembarking, on or off the watercraft (such as meal or excursion stops), hypothermia, and/or drowning; (6) The presence of insects and life forms; (7) Equipment failure or operator; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase risk of an accident. Initial \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** I agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). Initial \_\_\_\_\_

I agree to wear a Canadian Coast Guard approved personal flotation device (life jacket) while participating in the activity near the water or riding in any watercraft. Initial \_\_\_\_\_

**RELEASE.** I hereby release Salamander's Eco Tours, its principals, directors, officers, agents, employees and volunteers, and their insurers and each and every landowner, municipal and/or government agency upon whose property an activity is conducted (owner) and their insurers, if any, (collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY/AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER, (INCLUDING MYSELF). Initial \_\_\_\_\_

I agree that any images, writings or photographs of me as participants, becomes your property and may be used for promotional or commercial purposes. Initial \_\_\_\_\_

**I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.**

Participant's Name (printed): Age: \_\_\_\_\_

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

If participant is under 18, the parent or legal guardian must also sign: \_\_\_\_\_

Emergency Contact Name: Emergency Phone: \_\_\_\_\_