

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIAL

TO: Ski Aseissippi Ltd., Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort and it's directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "THE RELEASEES")

Name	Last	First	Initial
Address	Street		
	City	Prov.	Code

ASSUMPTION OF RISKS

In order to participate in these activities, I the undersigned agree and acknowledge that: there is risk of injury, including a potential for permanent disability or death resulting from participation in these activities or from the equipment involved. I freely assume all such risk both known and unknown and full responsibility for my participation. I have read and understand the rules, including all safety-related rules, and agree to fully comply with all regulations during my participation. I for myself and on behalf of my heirs, assigns, personal representatives and next of kin release and hold harmless, Ski Aseissippi Ltd., their officers, officials, agents and/or employees, from any and all liability for injury, disability, death, loss or damage to personal property. I acknowledge, understand and agree that I have read this release and assume all risk associated with participating and that I sign this release of liability voluntarily and without inducement. **And NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THESE ACTIVITIES ; THE USE OF KAYAKS; TRANSPORTATION; AND EQUIPMENT INVOLVES INCREASED RISK OF INJURY.** I am also aware that the risks, dangers and the hazards referred to above exist through out the paintball area and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH KAYAKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND THE LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES accepting my application for Renting a KAYAK and permitting my use of the KAYAK and other facilities (hereinafter referred to as "the Kayaking facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the **KAYAK OWNERS** and its directors, officers, employees, agents, representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **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 resulting from either my use of or my presence on the facilities or travel beyond the facility's boundary, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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 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 KAYAKING REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of Kayaks or travel beyond the facility's boundary;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of (MANITOBA) and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of (MANITOBA) and shall be within the exclusive jurisdiction of the Courts of the Province of (MANITOBA).

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Kayaks other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Renter's Signature – I am Under 18 Years Old
Renter's Signature – I am Over 18 Years Old

Print Name:
Print Name:

I _____ give permission for _____ to rent

KAYAKS at Aseissippi Ski Area on _____ (Date) Signature: _____

This agreement must be completed in full, signed, dated, and witnessed before a rental Kayak may be issued.