



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

Participant: _____ (Name) (the “**Releasor**”)
_____ (Phone)

Participant’s Legal Guardian: _____ (Name) (the “**Guardian**”)
_____ (Phone)

TO: Mission Group Enterprises Ltd. (“**Mission Group**”)

Mission Group shall make its services available to take participants on a boat for an afternoon on the Okanagan Lake (the “**Event**”) and participate in water sports and activities, which may or may not include the use of a motorboat, waterskiing, wakeboarding, kneeboarding, tubing, swimming, diving, fishing and use of personal watercrafts (collectively, the “**Activities**”).

I wish to attend the Event and participate in the Activities. I am aware that the Activities involve many inherent risks, dangers and hazards, including but not limited to: the use of motorboats; changing weather conditions including storms; natural and man-made obstacles; other boatcraft and people using the lake for recreational or commercial purposes; impact or collision with other boaters and/or other people using the lake for recreational or commercial purposes; negligence of other boaters and people using the lake for recreational or commercial purposes; and negligence of guests at the Event. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

I represent that I am physically capable of safe participation in any of the Activities and I will immediately inform Mission Group if I am unable or become unable to safely participate in any of the Activities.

I agree as follows:

1. To waive any and all claims that I have, or may have in the future, against Mission Group its subsidiaries, and its directors, officers, employees, agents, volunteers and representatives (collectively, the “**Releasees**”);
2. To release the Releasees from any and all liability for any loss, damage, injury or expense I may suffer or that my next of kin may suffer as a result of my involvement in the Activities, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES;



- 3. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my conduct during the Activities;
- 4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death; and
- 5. If the Releasor is not the age of majority, the Guardian shall INDEMNIFY THE RELEASEES in full from any loss, cost, damage, injury and expense of any nature, including legal fees incurred FOR ANY CLAIM OR CAUSE OF ACTION BROUGHT BY OR ON BEHALF OF THE RELEASOR AGAINST THE RELEASEES.

Guardian's Initials

I HAVE READ AND UNDERSTAND 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 and assigns may have against the Releasees.

I am also aware Mission Group reserves the right to immediately remove me from the Event should Mission Group consider my conduct to be dangerous, reckless or otherwise unsafe.

Signed this day of _____, 2017.

Signature of Releasor

Witness

(Print Name clearly)

Signature legal Guardian if
Releasor is under 19 years

Witness

(Print Name clearly)