



**Flow North Ventures Inc.**  
Operating as  
**Flow North Paddling Company**  
P.O. Box 3717 • High Level, AB • T0H 1Z0  
1-877-926-2649 • 780-926-2649 • flownorth.ca

*Explore Northern Alberta's Waterways*

## **Release, Waiver and Indemnity**

Whereas Flow North Ventures Inc. operates a canoe and equipment rental and paddling tour business (the "Activities") in Northern Alberta and conducts business under the name "Flow North Paddling Company";

And Whereas the participant (the "Participant") wishes to participate in the Activities and acknowledges the potential dangers and risks which may arise from participation in the Activities;

1. Now Therefore in consideration of the Participant being given the opportunity to take part in the Activities, the Participant, on behalf of itself, its successors, heirs, assigns, personal representatives and estate, hereby agrees to and does release, waive, and forever discharge Flow North Ventures Inc. and each of its affiliated corporations, successors, subsidiaries, trustees, officers, directors, agents, insurers, servants, contractors and employees (the "Releasees") from any and all claims, suits, damages, demands, causes of action and liabilities whatsoever arising from any and all losses, costs (including costs on a solicitor client full indemnity basis), expenses, or injuries, including death, that may be sustained by the Participant or to any property belonging to the Participant while participating in the Activities, and the Participant does hereby voluntarily assume all risks of injury, including, without limitation, bodily injury, death or property damage, and all other losses and damages that the Participant may sustain, incur, or be put to, which arise out of or occur directly or indirectly by reason of the Participant's participation in the Activities, whether or not caused by the negligence of any of the Releasees, and agrees not to sue or to bring any action or claim of any sort against the Releasees.
2. The Participant hereby voluntarily indemnifies and holds harmless the Releasees from and against any and all claims, suits, damages, demands, causes of action, costs (including costs on a solicitor client full indemnity basis), losses, liabilities and expenses of whatsoever nature or kind that may be brought against the Releasees, or any of them relating to, arising out of, or in any way connected with the Participant's participation in the Activities or any injury, loss or damage, whether or not caused by the negligence of any of the Releasees.
3. The Participant acknowledges that it is fully aware of the risks and dangers associated with the Activities and acknowledges that they may include, but are not restricted to, physically demanding activities; use of equipment; acts or omissions of other participants, non-participants, or unrelated parties to the Activities; the Participant's own acts or omissions; acts or omissions of the

Releasees; exposure to wildlife; weather conditions; first-aid, emergency treatment or other services rendered and the potential lack thereof; physical injury to the Participant or others; and death to the Participant or others.

4. The Participant agrees to inform the Releasees of any activities which the Participant cannot safely perform and the Participant will not perform any activities which the Participant does not feel comfortable performing and/or which may cause injury to the Participant or others.
5. The Participant understands how to use the SPOT GPS Personal Tracker device and agrees that the Participant is responsible to pay for any costs incurred by its use of the "help" or "9-1-1" buttons.
6. This Release, Waiver and Indemnity is in addition to, and not in substitution for, any other agreement between the Participant and the Releasees, including, without limitation, any document or invoice respecting the provision of the Activities.
7. This Release, Waiver and Indemnity agreement shall be governed exclusively by the laws of the Province of Alberta and each party hereto irrevocably attorns to the jurisdiction of the courts of Alberta.

The Participant hereby states that it has carefully read this Release, Waiver and Indemnity, fully understand its contents and effects, and freely and voluntarily chooses to execute this Release, Waiver and Indemnity this \_\_\_\_day of \_\_\_\_\_, 2011.

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Participant's Name (Print)

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Participant's Address

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Witness

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Participant's Signature