

# WAIVER OF LIABILITY

## RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

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\_\_\_\_\_  
First Name                                  Last Name                                  Initial                  Email Address

\_\_\_\_\_  
Address    City    State/Province                  Date of Birth

\_\_\_\_\_  
Country    Zip/Postal Code                                  Telephone number

**TO:** Joe's BBQ Boat Corp. (the "Owner"), Maritime Market & Marine Ltd., Eduardo Diaz de Leon and Polanco Catering, and all tour operators who provide or make available facilities, premises or services for the Owner, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors, assigns, executors and heirs (hereinafter referred to as the "Releasees").

In this Agreement, the term "**Boating Activities**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Owner and shall include, but is not limited to use and attendance on all of Maritime Market & Marine Ltd. and/or Granville Island's docks, marinas and premises owned, leased and/or occupied by it; boating and BBQing orientation and instructional courses by the Owner; boarding, disembarking, using, operating and attending on any boats, vessels or other marine equipment owned, leased and/or operated by the Owner (the "Boats"); using BBQs or BBQ related equipment, including but not limited to gas for the BBQ and BBQ utensils, on the Boats; consuming anything on the Boats, including anything prepared and/or cooked on the Boats including any food provided by the Releasees; any activities in water including swimming, splashing water on or off the Boats, jumping, diving and/or falling into water from the Boats, and other such activities, events and services in any way connected with or related to those activities.

**I. SAFETY.** I acknowledge that I am required to wear an approved life jacket and other safety equipment while participating in certain Boating Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of any of the Releasees' equipment. I am aware that the physical exertion required of the Boating Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Boating Activities. I agree that I will disclose to the Owner all potential operators, passengers, and users of the Boats. In the event I fail to notify the Owner of any potential operators, passengers, or users of the Boat, I will be personally liable for any claims, causes of action, damages, costs or expenses, whether to the undisclosed individuals, the Releasees or to any of them, and/or to any third parties, even if such claims, causes of action, damages, costs or expenses arise out of the negligence or fault of the Owner.

**II. ASSUMPTION OF RISKS** – I am aware that the Boating Activities involves many risks, dangers and hazards including but not limited to: changing weather conditions including wind, lightning, variances and extremes of wind, weather and temperature; changing water conditions including changes in water flow, tides, currents, wave actions and wakes created by other vessels in the water; personal injury, including but not limited to, sprains, strains, shock, stress, burns, seasickness, food borne illness, nausea, hypothermia, wetness, fractured or broken bones, sunstroke, sunburn, cancer, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body and/or drowning and/or death; encounters with wildlife including marina animals and vegetation, birds, insects, parasites; malfunctions of the Boats; collisions including the Boats colliding with any other vessels, debris, vehicles, equipment, other participants in the Boating Activities and other persons or structures whether man made or natural objects on water or land and/or the Boats capsizing; becoming lost or separated from the Owners' employees and/or agents or other participants; the negligence of other participants in the Boating Activities or any of the Releasees; failing to take care in preparing the Boating Activities and any and all **NEGLIGENCE ON THE PART OF THE RELEASEES.** I am also aware that these risks, dangers and hazards referred to above exist on terrain and water that may be uncontrolled, unmarked and not inspected.

**III. ALCOHOL AND ILLEGAL SUBSTANCES.** I acknowledge that use and/or consumption of alcohol and all illicit drugs and/or street drugs **IS PROHIBITED ON THE BOATS OR WHILE ENGAGING IN THE BOATING ACTIVITIES.** If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in the Boating Activities or while on the Facilities, as defined below, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE BOATING ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS.**

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

**IV. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** – In consideration of the Releasees allowing me to participate in the Boating Activities and permitting me the use of their property, docks, marinas, Boats, BBQs, other structures and equipment, (hereinafter referred to as the "Facilities"), and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against THE RELEASEES, OR ANY OF THEM, 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 and/or my engagement in the Boating Activities DUE TO ANY CAUSE WHATSOEVER INCLUDING ALCOHOL OR DRUG CONSUMPTION, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C. 337 AND/OR ANY APPLICABLE MARINE LEGISLATION ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF BOATING ACTIVITIES REFERRED TO ABOVE;**  
**2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or personal injury to any third party, resulting from my use or presence on the facilities and/or my engagement in the Boating Activities;

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3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, 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 British Columbia and no other jurisdiction;

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and

6. To consent to having photos or videos taken of me while on the Facilities and/or engaging in the Boating Activities and to the publication of the photos or videos by the Releasees for advertising, marketing and promotional purposes.

**I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF THE BOATING ACTIVITIES AND/OR THE FACILITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.**

**I CONFIRM THAT 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 ME OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CONSENT THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THE BOATING ACTIVITIES OR ATTENDANCE AND/OR USE OF THE FACILITIES.**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Participant's Signature

Print name

Signature of Parent/Guardian if participant under 18 years of age

Emergency Phone Number(s)

Witness Signature

Witness Name

This AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN ANY BOATING ACTIVITIES