



**BRENTWOOD BAY**  
**Resort & Spa**

**KAYAKS:** \_\_\_\_\_ **TIME** \_\_\_\_\_

**ACTIVITIES WAIVER**

**ROOM #** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
FIRST MIDDLE LAST

**ADDRESS:** \_\_\_\_\_  
NUMBER & STREET CITY PROV. / STATE PC/ZIP

**PHONE:** (\_\_\_\_) \_\_\_\_\_ **EMAIL:** \_\_\_\_\_  YES SUBSCRIBE TO ENEWS

**INCIDENTAL:**  VISA  MASTERCARD  AMEX **EXPIRY:** \_\_\_\_\_

**CREDIT CARD #** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY (Please Read Carefully - This Document Affects Your Rights)**

I (We) HEREBY ACKNOWLEDGE AND AGREE that in consideration of being permitted to participate in the activities of 710221BC doing business as Eco Adventure Center at Brentwood Bay Resort and Spa, including but not limited to kayak, paddleboard, canoe & bike rentals and use, and such other activities related to the sports of kayaking, paddle boarding, canoeing, & cycling including but not limited to travel to and from any location at which such activities may occur;

I DO HEREBY ACKNOWLEDGE by signing this document, I take responsibility for any damages to the property owned by Eco Adventure Center at Brentwood Bay Resort and Spa including all watersport adventure equipment (kayaks, SUPs, paddles, lifejackets, and all other safety equipment equipped with me on this adventure).

I DO HEREBY RELEASE 710221BC doing business as Eco Adventure Center at Brentwood Bay Resort and Spa, and Brentwood Bay Resort Ltd. (hereinafter referred to collectively as "the Company"), its affiliates, members, officers, directors, employees, contractors and agents from liability in respect of all personal injuries, property losses, death, or other damages which I may suffer arising out of or connected in any way with my participation in the aforesaid kayaking, paddle boarding, canoeing, & cycling activities, whether caused solely or partly by the negligence, or breach of contract, or breach of fiduciary duty, of the Company, or any of its affiliates, members, officers, employees, directors, contractors or agents, or otherwise;

AND I DO HEREBY specifically waive as against the Company, its affiliates, members, officers, employees, directors, contractors or agents any and all claims and causes of action of any kind which I may have with respect to the foregoing;

I FURTHER ACKNOWLEDGE AND AGREE:

THAT the sport of kayaking, paddle boarding, canoeing, & cycling is dangerous and exposes participants to many risks and hazards, some of which are inherent in the nature of the sport itself, and others which may result from inherent danger as well as human error and negligence, but I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, and accordingly my preparation for and participation in the aforesaid sea/river kayaking/canoeing activities shall be entirely at my own risk;

THAT I understand that neither the Company nor its affiliates, members, officers, directors, employees, contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid kayaking, paddle boarding, canoeing, & cycling activities;

THAT I clearly understand that the Company will not permit me to participate in any kayaking, paddle boarding, canoeing, & cycling programs or activities unless I sign this Waiver and Release of Liability;

THAT I understand that by signing this Agreement I will be forever prevented from suing or otherwise claiming against the Company, its members, officers, directors, employees, contractors or agents for any loss or damage that I may sustain while participating in or preparing for any of the above-mentioned kayaking, paddle boarding, canoeing, & cycling activities, whether or not such loss or injury is caused solely or partly by the negligence of, or breach of contract by, or breach of fiduciary duty by the Company or its affiliates, members, officers, directors, employees, contractors or agents.

THAT I have carefully read this Waiver and Release of Liability and I fully understand the same and am freely and voluntarily executing the same;  
THAT this Waiver and Release of Liability is binding upon myself, my heirs, executors, administrators, personal representatives and assigns.

DATED at Brentwood Bay, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_

**STAFF WITNESS:** \_\_\_\_\_

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 19)**

In consideration of \_\_\_\_\_ (PRINT MINOR'S NAME & AGE)  
("Minor") being permitted by 710221BC doing business as Eco Adventure Center at Brentwood Bay Resort and Spa to participate in its activities and to use its equipment and facilities, I have carefully read this entire Waiver and Release of Liability and I fully understand the same and am freely and voluntarily executing the same on behalf of Minor. I further agree to indemnify and hold harmless the Company, its affiliates, members, officers, directors, employees, contractors and agents from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor;

**PARENT OR GUARDIAN:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_