

Guest Declaration, Medical Form, Risk Assumption and Waiver
for Wild Blue Yonder Adventure Tours Ltd.
PO Box 1611, Grande Cache, Alberta T0E 0Y0

YOUR BOOKING ID (9 digits, in Invitation Email):

Participant's Name. If this form is for a MINOR, put the Minor's Name::

First Name

Last Name

Age of MINORS only:: - optional

Your Age

Name of Guardian, if participant is a minor: - optional

Participant or guardian's email::

Your Email

Participant's Address::

First Line

Second Line

City

Province / State

Postcode

Where did you hear about us?: - optional

Family / Friend

Went Before

Google

Facebook

Brochure

Tourism Centre

Kootenays Rockies Tourism

Destination BC

Other:

MEDICAL INFORMATION AND FIRST-AID DECLARATION

We want your experience to be as safe as possible, and emergency medical information is helpful to our guides. Questions are optional, but the more we know, the better we can help. If you have a condition or allergy that may be life-threatening or affect your safety or performance, please seek professional medical advice before participating in these Activities.

I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Whitewater Activities.

Please list allergies or serious conditions that may affect your performance or safety while on a trip. Eg. Recent sprains or breaks, epilepsy, diabetes, heart condition, asthma, deadly allergies: - optional

I agree to advise Wild Blue Yonder River Staff (the guide) of any life-threatening allergies or medical conditions before starting the Activities.

I am aware that the physical exertion required by Whitewater Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects.

If I have life-threatening allergies or medical conditions, I agree to bring medical treatments that I might require during the Activities:

YES

NO

I authorize Wild Blue Yonder Adventure Tours Ltd. staff to perform first aid or rescue as permitted by their certification level. I understand that delivery of such first aid/rescue may not prevent injury or death:

YES, I authorize this.

NO

Emergency Contact Name:

Emergency Contact Phone Number:

COVID-19 POLICIES

1. Booking Groups must make a declaration that they are a 'cohort group' and do not require physical distancing.
2. Waivers must be completed online before coming to our facility.
3. When arriving at our facility, guests must state a declaration of good health, and confirm they have not travelled outside of Canada in the last 14 days.
4. We will give you a face mask when you arrive. Guests and staff wear masks in our facility and shuttle bus, but not on the river.
5. Guests must use the provided hand-sanitizer at entry points in our facility and before boarding our shuttle bus.
6. Each Booking Group gets a change room for their exclusive use.
7. On the rafts, you're only with other people from your Booking Group, and the guide. Raft guides maintain physical distance from guests, but in rescue situations, this may not be possible.
8. After the trip, guests remove their equipment and either place it directly into a disinfecting bin or into a bin for cleaning later.
9. Wetsuits, PFDs and helmet, rafts, paddles and our shuttle bus are disinfected between trips. We disinfect commonly-touched hard surfaces between trips and frequently clean all surfaces at our facilities.
10. Staff wash their hands when they arrive at work, and frequently during the day. We check our staff's health daily. Anyone showing signs of illness is not permitted to work for 10 days.

I have read and understood the above-listed Covid-19 Safety Policies.

If you have questions to ask before signing the following RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, please email us at fun@wildblueyonder.ca or call us toll-free at 1-877-945-3786.

To minimize risks, the guides give a safety briefing at the river that explains:

- The features of the raft and other safety equipment.
- How to paddle and other commands they may give.
- What to do if you fall into the river.
- How to get back in the raft, or help someone else in.
- What to do if the raft gets stuck or flips.

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

Initials

BY SIGNING THIS AGREEMENT, I ACCEPT THAT I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TO: Wild Blue Yonder Adventure Tours Ltd., of 11113 97 Avenue, PO Box 1611, Grande Cache, AB, Canada T0E 0Y0, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

DEFINITION

In this agreement, the term "Activities" shall include all activities in any way related to the river rafting trip, swimming in the river, river-based water fights, camping, hiking, backcountry travel, swiftwater rescue instruction, and all other recreational activities offered by the Releasees including, but not limited to,

orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles, rafts and boats, backpacking and all recreational activities offered (hereinafter referred to as "Activities")

WHITEWATER ACTIVITY RISKS

Whitewater Activities involve many risks, dangers, and hazards including, but not limited to:

- Accidents which occur during transportation or travel to and from the river;
- The overturning or upsetting of rafts or boats;
- Sudden violent and unexpected movement of the boat or raft; ▪ Entrapment by trees, logs, rocks or equipment;
- Hypothermia due to exposure to very cold water;
- Falling from the boat or raft into sections of continuous rapids;
- Impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment;
- Encounters with domestic or wild animals;
- High winds, electrical and severe storms;
- Equipment failure;
- Variation in the water conditions, surfaces and currents;
- Negligence of other boaters and participants.

I acknowledge that I have been advised and am aware that Whitewater Activities involve the above listed risks, dangers, and hazards.

I acknowledge that I will be required to wear a helmet and PFD (lifejacket) while participating in the Whitewater Activities. Instruction in the proper use of the helmet and PFD will be provided by the Releasee's staff.

SWIMMING and WATER FIGHT RISKS

Water guns and swimming in the river are only done on certain, calm sections of the river. The Releasee's Staff will advise participants of the rules governing swimming and water fights and must grant permission before these activities occur. Participants must maintain physical contact with the raft at all times.

Hiking, camping and backcountry travel involves many risks, dangers and hazards, including but not limited to:

- Steep slopes in their natural state that may contain many obstacles, hazards and where rock slides may occur;
- Terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected;
- Becoming lost or separated from the guide or party;
- Rapid and extreme change in weather conditions; negligence of other participants.

I acknowledge that I have been advised and am aware of the above-listed risks of swimming, water fights, hiking, camping and backcountry travel.

I acknowledge that I am aware that communication on a river and in backcountry terrain is difficult, and in the event of an accident; rescue and medical treatment may not be available.

CONTAGIOUS DISEASE RISK

Participation in the Activities and any related travel carries with it certain inherent risks related to contagious disease transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may have a contagious disease; and (2) the risk of transmitting or contracting a contagious disease, directly or indirectly, to or from other individuals. Contact with, or transmission of, a contagious disease may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense.

While the Releasee has undertaken reasonable steps to lessen the risk of transmission of contagious disease in connection with the Whitewater Activities, the Releasee is not responsible in any manner for any risks related to contagious diseases.

I acknowledge the risks of transmission of contagious diseases while participating in the Whitewater

Activities and any related travel.

I voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Activities.

Initials

I acknowledge that I am aware, and freely accept, the risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE WHITEWATER ACTIVITIES.

Initials

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WHITEWATER ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of THE RELEASEES agreeing to my participation in the Whitewater Activities and permitting my use of their equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the “rafting facilities”), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

Initials

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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 as a result of my participation in Whitewater Activities, 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 FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE WHITEWATER ACTIVITIES REFERRED TO ABOVE;

2. 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 participation in Whitewater Activities;

3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;

4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

5. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

The MARINE LIABILITY ACT, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

PHOTO RELEASE: I consent to photographs and videos taken of me, and minors that I am a guardian for, during my participation in the Whitewater Activities, and to the publication of the photographs by the Operators for advertising, promotional and marketing purposes.

Signature of Participant:

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Signed by the Participant on the following date (month/date/year):

/ /

NAME OF PARTICIPATING MINOR: - optional

NAME OF MINOR'S GUARDIAN: - optional

Signature of Minor's Guardian: On behalf of, and being a legal guardian of, the named minor, I consent to the terms of this agreement and give my consent for the minor to participate in all activities with Wild Blue Yonder Adventure Tours Ltd.: - optional

Clear ()

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Submit