

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK FOR KELOWNA/PENTICTON
WATERPARK LTD (WIBIT)**

In consideration of the services of **Kelowna/ Penticton Water Park Ltd**, their agents, owners, officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on their behalf (here in after collectively referred to as Kelowna/ Penticton Water Park Ltd.), I hereby agree to release indemnify and discharge Kelowna/ Penticton Water Park on behalf of myself, my spouse, my children, my parents my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in the Kelowna/ Penticton Water Park involves **known and unanticipated risks** that could result in physical or emotional injury, paralysis, death or damage to myself, property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I relinquished their right to sue in the case of injury or death due to an honest mistake or outright negligence by the company or its employees. The risks include, among other things: slips, falls, head injuries, being struck by equipment, stuck by other participants, forces of nature including extremes of weather, lightning, and rapid weather changes, exposure to sun, heat stroke, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft, crashing; the risk of boat capsizing and entrapment within the water park, the risk of collision with objects or other watercraft, drowning; the risk of exposure to insect bites; travel in remote areas of the course; illness in remote areas; aggressive and or poisonous marine life; risks, arm, shoulder and or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. Furthermore, Kelowna/ Penticton Water Park Ltd employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participants fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.
2. I understand that any **photograph, sound recording, motion picture or video** taken of me under this assignment is for the sole purpose of collecting and or representing factual information in the interest of serving the good work of Kelowna/ Penticton Water Parks in education, public good.

I hereby assign to the Kelowna/ Penticton Water Park Ltd., all rights, title, and interest, including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, and I hereby irrevocably authorize the Kelowna/ Penticton Water Park Ltd., its officers, agents, and employees, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute, in any medium now known or later developed, any and all such photographs, sound recordings, motion pictures, or videos in perpetuity for the purposes expressed above.

I further release and forever discharge the Kelowna/ Penticton Water Park Ltd., its officers, agents, and employees from any and all claims and demands arising out of or in connection with the use of said photographs, sound recordings, motion pictures, or videos, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright. By signing below, I acknowledge that I have freely and voluntarily entered into this agreement.

3. I expressly agree and promise to accept and **assume all of the risks existing in this activity**. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a **Canadian Coast Guard approved personal flotation device** (life jacket) throughout the participation of this event.
4. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Kelowna/ Penticton Water Park Ltd., from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of Kelowna/ Penticton Water Park's equipment, or facilities, including any such claims which includes negligent acts or omission of Kelowna/ Penticton Water Park Ltd.
5. Should Kelowna/ Penticton Water Park or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume all risks of any medical or physical condition(s) I may have. I assume full responsibility for any loss of personal property (camera, glasses, shoes, watches, etc..) and any costs associated with said loss.
7. In the event that I file a lawsuit against Kelowna/ Penticton Water Park Ltd., I agree to do so solely in the Province of British Columbia, Canada, and I further agree that the substantive law of the province shall apply in that action without regard to the conflict of law rule of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kelowna/ Penticton Water Park Ltd., on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.
8. For subjects **under 18 years of age**: I hereby certify that I am the parent or guardian of the person named above, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

