

KAYMARAN ADVENTURE TOURS LTD.

**INFANT /MINOR PARTICIPATION IN
MARINE ACTIVITIES**

To the Minor:

Participation in any marine related activity such as Boat Tours or Paddle sports such as Canoeing and or Sea Kayaking carries with it inherent risk. These activities may result in personal injury, death or property damage. The participant should be aware that they are assuming some level of personal risk.

To the Parent/Legal Guardian of the Minor/Infant:

Under Canadian Law, contracts made by minors are unenforceable. Parents cannot sign away the legal rights of their child. Hence, please find attached an **Indemnity Agreement**. Read this carefully. By signing this agreement you will agree to indemnify Kaymaran Adventure Tours Ltd. for any liability that Kaymaran Adventure Tours may have towards your minor/infant child.

Parents/Legal Guardians are encouraged to review the content of the Waiver, Release and Indemnity Agreement with their minor son or daughter, at the son/daughter's age-appropriate level of comprehension. All participants should be made aware that participation in marine related activities carries with it inherent risks.

Please Print Name of Minor/Infant Participant _____

Address _____ Phone _____

Please Print Name of Parent/Legal Guardian _____

Address _____ Phone _____

**KAYMARAN ADVENTURE TOURS LTD.
INDEMNITY AGREEMENT**

WARNING: IF A LAWSUIT IS BROUGHT AGAINST KAYMARAN ADVENTURE TOURS LTD., ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS (HEREAFTER COLLECTIVELY CALLED THE "COMPANY"), THEN THE COMPANY HAS THE RIGHT TO INDEMNIFY AGAINST ME.

TO: KAYMARAN ADVENTURE TOURS LTD.

I agree that my son or daughter, being an infant or minor, will be participating in marine related activities and that this infant or minor may not be contractually bound by a Waiver, Release and Indemnity Agreement which I have seen and I have signed. I therefore specifically agree to indemnify the Company against any and all claims, actions and suits that may be instituted by my son or daughter.

I AGREE TO SAVE HARMLESS AND INDEMNIFY THE COMPANY from any cause of action, suit, claim or liability of any kind whatsoever arising out of any cause whatsoever but not limited to negligence on the part of the Company.

In entering into this agreement, I am not relying on any oral or written representations or statements made by the Company including those in any brochure issued by the Company, to induce me or my son or daughter to undertake and to participate in the activity.

I confirm that I have read and understood this Indemnity Agreement prior to signing it, and agree that this Agreement will be binding upon me, my heirs, next of kin, executors, administrators and assigns.

I agree that this Agreement is to be interpreted according to the laws of the Province of British Columbia and I understand that if I have any questions regarding the waiver of my rights, or this Indemnity Agreement, I should consult a lawyer prior to signing this Agreement.

Signed this ____ day of _____ 20__ at _____

Signature of Participant _____

Please print name _____

Signature of Witness _____

Please print name _____

Waiver, Release and Indemnity Agreement

As a renter of equipment or storage from Kaymaran Adventure Tours Ltd. and/or taking part in marine activities:

I/we acknowledge that the enjoyment and excitement of marine activities is derived, in part, from the inherent risks associated with such activities beyond the accepted safety of life at home or work, and I accept all the inherent risks of the equipment being used and associated activities and the possibility of personal injury, death, property damage or loss resulting from boat tours, rentals or related marine activities.

In consideration for and of **Kaymaran Adventure Tours Ltd.** accepting fees and being permitted to participate in tour(s) and/or equipment rentals and other activities associated with this marine event, I, for myself, my heirs, executors, administrators, or anyone else who may claim on my behalf, covenant not to sue, and waive, release and discharge Kaymaran Adventure Tours Ltd., its associates, directors, officers, or employees or agents, or anyone acting for or on their behalf, for any and all claims or liability for personal injury, death, damage to property or loss of whatsoever nature or kind and howsoever caused, whether arising by reason of the negligence of Kaymaran Adventure Tours Ltd., its associates, directors, officers, or employees or agents or otherwise.

I agree to indemnify and save harmless from and against all claims and lawsuits whatsoever that may be brought against Kaymaran Adventure Tours Ltd. or its associates, directors, employees, or agents by reason if arising directly or indirectly out of equipment rental or storage and/or participation in tours.

I confirm that I have read and understood this agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the releasees.

Signed this _____ day of _____ 20____ at _____ (location)

Signature of Participant _____

Please print name _____ Phone _____

Address _____ email _____

Signature of Witness _____

Please print name _____ Phone _____