

Sunshine Houseboats & Marina Seasonal Campground

WAIVER OF CLAIMS RELEASE FROM LIABILITY HOLD HARMLESS AND VOLUNTARY ASSUMPTION OF RISKS

WARNING: BY SIGNING THIS WAIVER, YOU ARE GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND ASSUMING CERTAIN LIABILITIES

TO: ALL ATTENDEES AND VISITORS TO SUNSHINE HOUSEBOATS & MARINA

RE: COVID-19 and attendance at Sunshine Houseboats & Marina (“Sunshine”), and all activities associated with the operations of Sunshine, during the COVID-19 pandemic of which I am a participant (collectively, the “Activities”)

THIS AGREEMENT WITNESSES that with respect to the Activities wherein I participate, for good and valuable consideration, the sufficiency and receipt of which consideration are hereby acknowledged, I hereby agree as follows:

Release. I agree to release, and hereby do release, and hold harmless Sunshine, its respective directors, officers, agents, employees, contractors, affiliates, sponsors of the Activities, and representatives (collectively, the “Releasees”), from any and all liability that they or any of them may have, for any personal injury, death, or other loss, actions, causes of action, whether known or unknown or which may arise at a later time, or of any nature whatsoever occurring or sustained by me in connection with, or as a result of, my participation in the Activities, organized in any manner whatsoever by Sunshine, due to any cause whatsoever, including without limitation the negligence of Sunshine or any of the Releasees.

Waiver of Claims. I hereby waive any and all claims I may now and in the future have against the Releasees, or any of them, and I agree not to sue the Releasees, or any of them, for any personal injury, sickness, death, or other loss, sustained by me in connection with, or as a result of, my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of Sunshine or any of the Releasees.

Acknowledgement of Risk. I acknowledge that there are certain risks involved in my participation in the Activities as a result of the health concerns related to COVID-19, of which I acknowledge I am fully aware.

Assumption of Risks. I hereby assume and accept all of the dangers and risks connected with, or related in any way to, my participation in the Activities, and the possibility of personal injury, death, or loss resulting from any of the foregoing.

No Reliance on any Representation. In entering into this Agreement, I confirm that I am not relying on any representation or statement made by Sunshine, any of the Releasees, whether oral or in writing, to induce me to participate in the Activities or minimizing the risks or dangers connected with or related to my participation in the Activities.

Indemnification in the Case of Minors. In the event that there are any minor children under the age of 19 years that accompany me or participate in the Activities with me in any way whatsoever, I hereby covenant and agree with Sunshine that I will indemnify and save harmless Sunshine from any and all liability that it, or any of the Releasees, may have for any personal injury, death, or other loss, sustained by such minor children in connection with, or as a result of, their participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Sunshine or any of the Releasees.

Amendment. I agree that this Agreement may not be modified unless agreed to in writing by Sunshine.

Binding Agreement. I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and my heirs, executors, legal representatives and personal assigns.

Governing Law. This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the parties hereby submits to the exclusive jurisdiction of the Province of British Columbia in connection with this Agreement.

I understand that by signing this Agreement I am giving up my legal rights including the right to sue Sunshine, and I further understand that in the event that there are any minor children that accompany me or that participate in the Activities with me, that I will become fully liable to indemnify and save harmless Sunshine from any and all liability that that it may have for any personal injury, death, or other loss, sustained by such minor children.

I confirm that I am not less than 19 years of age, that I have completely read this Agreement and that I fully understand the provisions of this Agreement.

IN WITNESS WHEREOF the undersigned has duly signed this Agreement.

DATE: _____, 2020.

WITNESSED

(Signature of witness)

Name and address of witness:
(Please print)

PARTICIPANT

(Signature of participant)

Name and address of participant:
(Please print)

