

# FRESH AIR ADVENTURE Ltd.

## Waiver and Release of Liability

**Warning: By signing this document you give up the right to sue.**

I, \_\_\_\_\_, in consideration of being allowed to participate in the **FreshAir Adventure Ltd.**  
(please print)  
program described below, acknowledges, appreciates, and agrees that:

1. There is risk of injury from the activities involved in this program and while particular rules, equipment, and personal discipline may reduce the risk, the risk for injury and even death or paralysis does exist. **These risks include, among other things:**

**Water** - cold water increases the hazard of physical injury, hypothermia and drowning. Where there are currents, there are increased risks of collision with rocks and of spills.

**Weather** - weather conditions on the Bay can change rapidly and without warning.

**Slippery Rocks** - kayaks sometimes have to be carried over rough terrain increasing the risk of injury.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **FreshAir Adventure Ltd.**, their officers, agents, employees, other participants, with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless all the above Releasees from any and all liabilities incident to my involvement or participation in these programs.

I agree this agreement shall be governed in all aspects by and interpreted in accordance with the laws of the Province of New Brunswick.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Program: \_\_\_\_\_

Program Location: \_\_\_\_\_

Witness: \_\_\_\_\_

Customer: \_\_\_\_\_

Date signed: \_\_\_\_\_

**For Parents/Guardians of Participants of Minority Age**  
**(Under Age 18 at Time of Registration)**

This is to certify that I, as parent/ guardian with legal responsibility for this participant, do consent and agree to his/her release as provided on the opposite page of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the program provided on the opposite page, even if arising from their negligence, to the fullest extent permitted by law.

Parent / Guardian's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

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**Medical Checklist**

Please check the appropriate responses below. If you place a check in the **yes** column, inform your guide of the specifics. All information is confidential.

Statement	Yes	No
Do I have a medical condition that may affect me on this trip?		
Do I have any allergies that may affect me on this trip?		
Am I carrying or taking medication that FreshAir Adventure should know about?		
Do I have dietary restrictions that may impact this trip?		
<b>Name of Contact:</b>		
<b>Tel # of Contact:</b>		

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**Park Information**

Please indicate whether you have (or will have) a day / seasons pass to Fundy National Park.

Yes, I have a pass (or will be buying one)	
No I do not have a pass	