

**READ WAIVER CAREFULLY**  
**WAIVER AND RELEASE OR LIABILITY**

In consideration of **Malaspina Water Taxi's** furnishing services and or equipment to enable me to participate in canoeing, kayaking and water taxi activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of Malaspina Water Taxi's equipment and my participation in Malaspina Water Taxi's activities; (b) my participation in such activities and or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fracture, partial and or total paralysis, death and or ailments that could cause serious disability; (c) these risks may be caused by the negligence of the owners, employees, officers or agents of Malaspina Water Taxi, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable and unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, route, and water levels, risk of falling out or drowning while in a canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities and or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and or damages, whether caused in whole or in part by the negligence or other conduct of the owner, agents, officers or employees of Malaspina Water Taxi, or by any other Person. I further agree to abide by policy of no alcohol on rental or guided trips and to wear a life jacket at all times.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Malaspina Water Taxi and its owner. Agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of Malaspina Water Taxi's equipment or my participation in Malaspina Water Taxi's activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers or employees of Malaspina Water Taxi. I permit the use of any photos taken during the day's activities for publicity, advertising, promotion and or other commercial purpose. The above agreement shall be binding on my heirs, successors, administrators and executors.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Malaspina Water Taxi and its owner. agents, officers, and employees FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Group Name (if applicable) \_\_\_\_\_

| Print Name | Signature | Contact # | Date |
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| Prov/State                               | Driver License Number | Credit Card Number |
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| Rental period: 1hr 2hr 1/2day 1day 2 day |                       | Return Time:       |