

Gyro Beach Board Shop – ADULT Waiver and Release

In consideration of being permitted to participate in stand up paddle boarding and/or skim boarding rentals/lessons scheduled for, and run and/or operated by Gyro Beach Board Shop (the 'Releasee') of 3840 Cadboro Bay Road, Victoria , British Columbia,

I, (please print legibly) _____ (the 'Releasor')

of British Columbia, WAIVE, RELEASE, and DISCHARGE the Releasee, his heirs, executors, administrators, legal representatives and assigns from all liability for or by reason of any damage, loss or injury to person and property, even injury resulting in the death of the Releasor, which has been or may be sustained in consequence of the Releasor's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand same, and that I am freely and voluntarily executing same.

By signing this release I will be forever prevented from suing or otherwise claiming against the Releasee for any property loss or personal injury that I may sustain while participating in or preparing for the above noted activity.

I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Waiver and Release agreement.

I acknowledge the risks involved with water sports, including unpredictable weather and water condition and agree to use my personal floatation device as deemed mandatory Department of Transportation.

I understand I am responsible for returning the rental equipment within the agree rental period and am obliged to cover the costs of any damage.

I understand that I would not be permitted to participate in the above noted activity unless I signed this Waiver and Release agreement.

I understand that this Waiver and Release agreement is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity, and, if required, will obtain a medical examination and clearance.

This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia, and it is acknowledged by the Releasor to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, 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 AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).

Signed this _____ day of _____ 20_____.

SIGNED, SEALED AND DELIVERED
in the presence of:

WITNESS

X

SIGNATURE

