

# Sevilla Island Resort

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## Assumption of Risk and Release of Claims

**WARNING: By signing this you are giving up your right to sue.**

Sevilla Island Resort is committed to offering quality adventure packages and accommodations. Adventure by definition is "an exciting (and potentially dangerous) undertaking, an unusual experience". Although we strive to offer adventure packages and accommodations with minimal risk, outdoor activities and wilderness environments have inherent risks. The following information is presented to ensure your awareness of what those potential risks might be.

Outdoor activities and environments have certain inherent risks, which include but are not limited to:

- unpredictable and variable weather conditions (e.g. heat cold, wind, rain, hail, lightning, UV sun rays)
- unpredictable and variable ocean/lake conditions (e.g. wind, waves, collision with exposed or unexposed hazards including vessels)
- natural hazards (e.g. rock falls, tree falls, lightning strikes, earthquakes, animal attacks, contact with poisonous plants/marine life and ticks, slippery rocks/ramps/decks)
- group travel hazards (e.g. actions of another participant affecting safety, return home or travel plans of entire group)

Package activities may include but are not limited to, kayaking, canoeing, hiking, beachcombing, climbing, boating (cruising or sailing), snowshoeing, group games and activities, scuba diving, cooking on camp stoves, swimming, and snorkeling.

Some level of physical exertion is required for many of the activities; lack of physical fitness may contribute to injury or illness and may result in discomfort. Emotional stress may occur as a result of being in an unfamiliar environment or as a result of reaction to extreme natural forces and conditions.

Possession and/or consumption of illegal drugs or any drug not disclosed on the medical form are not permitted during your stay, as they may contribute to injury or illness.

Activities may take place in remote locations without road access, or cellular phone/VHF reception. Should medical attention be required, remoteness and the resulting lack of instant communication, may contribute to a delay of one to two days. You will be expected to pay for any expenses incurred as a result of emergency evacuation or medical care.

Failure to follow the instructors/guides instructions and/or rules may result in injury or illness. Sevilla Island Resort staff reserve the right to change or cancel scheduled activities without prior notice.

In consideration of and as a precondition to doing business with Ian Hobbs operating as Sevilla Island Resort, its employees, agents, representatives and independent contractors (together called Sevilla Island Resort) and in consideration of Sevilla Island Resort permitting me to stay at the Resort, participate in its activities and to use or rent its equipment, including marine vessels or other transport used to travel from any location at which such activities and uses of equipment may occur,

I \_\_\_\_\_ hereby agree as follows:  
Printed Participants Name

"I freely accept and fully assume all the inherent risks, dangers and hazards of the package and the possibility of personal injury, death, property damage or loss resulting therefrom and I understand that I am responsible for my own safety and that Sevilla Island Resort assumes no responsibility for my safety in connection with my stay at the Resort and my participation in the activities. I acknowledge that the enjoyment and excitement of such stay and activities is derived in part from the inherent risks."

"I release all claims for loss, damage and expenses that I may have against Sevilla Island Resort and agree not to sue Sevilla Island Resort for any loss, damage or expense, including personal injury, death and property damage sustained by me as a result of my participation in or connection with my stay and the activities due to any cause whatsoever, including without limitation negligence on the part of Sevilla Island Resort."

"I am responsible for all costs of rescue or medical attention rendered to me, or for my benefit, arising from the package and activities and I shall indemnify Sevilla Island Resort from any and all liability in respect of any and all of such cost. I am aware that Sevilla Island Resort does not provide any medical or accident insurance coverage to package participants and understand that I am responsible for arranging such insurance."

"I shall indemnify Sevilla Island Resort from any and all liability for any loss, damage or expense, including personal injury or death to any third party, resulting wholly or in part from my negligence."

"In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by Sevilla Island Resort. "

"I confirm that I am of the full age of 19 years and that I have read and understood this Agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors."

"If any information changes prior to or during my participation I agree to inform the guides and/or facilitators and/or instructors so that the changes may be recorded."

My employees, agents, representatives and independent contractors shall have the benefit and protection of these provisions and shall, to this extent, be deemed parties to this agreement.

This agreement shall be governed by the laws of British Columbia and Canada.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participants Printed Name & Signature

If participant in under 19 years of age, a parent or guardian must sign.

\_\_\_\_\_  
Print name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian