



# **G Adventures Sea Kayaking Package**





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***Please complete waiver form and send to [experience@gadventures.com](mailto:experience@gadventures.com)***



## **G ADVENTURES INC. Sea Kayaking Brochure Outline**

G Adventures Inc. (“G Adventures”) offers a guided kayak excursion option for those passengers who want to take their expedition experience to the next level. This adventure activity requires an extra payment to participate, and passengers must be able to demonstrate a minimum set of experiential qualifications in order to join.

The number of participants is restricted to a maximum of 20 passengers and 2 guides per outing in Antarctica, and 10 passengers and 1 guide per outing in the Arctic.

Normal duration of an outing is approximately 2-4 hours, and is guided and supervised by professional kayak guides with experience in cold-water regions paddling near ice and marine mammals. The sea kayaking guide will also have previous experience in Antarctica, and be certified in advanced wilderness first aid, and is responsible for accompanying and supervising all kayak operations.

**Passengers who participate in the sea kayak program should have a working knowledge of sea kayaking strokes, entries, exits, including a “wet exit.”**

All deployment of kayaks and paddlers will be done with Zodiacs, operated by expedition staff.

Passengers should be able to paddle a boat efficiently, get in and out of a kayak, use a rudder, perform forward, backward and bracing strokes as well as an emergency wet exit. Professional guides will be on board to help you with new skills or to offer coaching to improve your paddling performance.

It is recommended that all kayakers take a few hours of practice or instruction to hone their skills before the departure date. Passengers DO NOT need to know how to roll a kayak or do a self-rescue.

These extra activities are NOT intended to take place during all landings, but rather when weather and ice conditions permit, and they do not interfere with other ships operations. These activities are dependent on suitable weather, sea and ice conditions. They will also occur while the other passengers are doing shore landings or zodiac cruising.

**Please note that all passengers involved in these activities must fill out a separate waiver form to be filled out and collected on board the ship.**

Passengers will paddle in pairs in Prijon Excursion Double Sea Kayaks with rudders. These 16-foot plastic boats are exceptionally stable and tough, providing a minimum risk of capsize or damage in brash ice. They



come complete with spray decks and paddles. With the assistance of staff and crew, passengers will board the kayaks either from shore, or via a Zodiac, but not from the gangway. There will be a Zodiac in constant communication with the group to assist paddlers if necessary, and help maintain boundaries that limit passenger's range of paddling. The group of kayaks will stay together at all times. NO single kayaks are available.

We will not be doing surf landings, though expect to paddle in winds of around 15 km/hr and small choppy seas. We plan to make at least four kayak excursions if the weather and ice permit. Paddling excursions will typically last for two to three hours, with the possibility of an extended trip depending on the ship's scheduling and the weather and ice conditions. Trips could be over several miles in length, but full briefings of the proposed trips will allow you to make informed decisions regarding your participation.

We will provide limited emergency gear for the kayaks and in the Zodiac, such as first aid kits, rescue and towlines, and spare paddles. Accompanying staff will be in constant radio contact with the vessel. Paddling suits will be available on board for passenger use. Passengers will be briefed on how to dress under their paddling-suits for on-water conditions to maximize comfort. The rule here is to dress for the water conditions to minimize any risks. Passengers are also required to wear paddlers life preservers at all times. These are NOT the same flotation aids used for Zodiacs; these are flotation aids specifically designed for sea kayaking.

### **Locations**

Proposed locations along the Antarctic Peninsula are on the west coast of Wiencke Island near Port Lockroy, and along the shores of Paradise Bay, Neko Harbor and Pleneau Island. These areas are known to be very protected, and usually offer safe locations for the proposed activity. Within the South Shetland Islands, proposed locations are Livingstone Island, the Aitcho Islands, and Deception Island. Weather, sea and ice conditions will dictate which location is considered suitable at the time. No Antarctic "protected areas" (ASPA) shall be entered. Arctic locations may include Hornsund, Bourbonhamna, Recherchefjorden, Brepollen, Hamiltonbukta, Monacobreen, Discobukta, & Trygghamna.



## TRIP PREPARATION NOTES

### Sea Kayaking in the Polar Regions

The Sea Kayaking Program is an optional enhancement to the expedition program on board the *MS Expedition*. Participants are offered a unique opportunity to experience the Polar regions by kayak during selected excursions from the ship. The program is designed for experienced sea kayakers who want to challenge themselves in an extreme environment under the close supervision of our qualified kayak guides.

#### **About the Sea Kayaking Program**

On Polar regions cruises where sea kayaking is offered, passengers on board the *MS Expedition* may sign up for the Sea Kayaking Program at an extra cost before embarking the ship. Space in the program is limited to 20 kayakers, so to secure your spot you are recommended to sign up at the time of booking your cruise. The option can be added after booking, but passengers are not permitted to sign up for sea kayaking after their cruise starts.

Once on board, Sea Kayaking Program participants may elect to go kayaking during selected excursions from the ship. The number of kayaking opportunities on a given cruise depends on the itinerary and weather conditions. Together with the Captain and Expedition Leader, your kayak guides will determine which excursions are appropriate for kayaking based on safety (i.e., weather and ice conditions), site suitability, and other factors. We earnestly endeavor to offer kayaking as often as these factors allow, but there are no guarantees.

Sea kayaking is offered concurrently with other activities, such as Zodiac cruising and shore landings. On excursions where it is offered, kayaking is optional to each participant individually. Your kayak guides will hold pre-excursion meetings to help you choose your activity, with the aim that over the course of the cruise you will achieve your preferred balance of time on shore and time in a kayak.

#### **What to Expect**

On the water, you will experience the polar wilderness as part of a guided paddling group in double (tandem) kayaks. You will always have one or two experienced guides with you on the water, depending on the group size. You will be required to stay with your paddling group, which will have the freedom to explore a wide area to take advantage of better kayaking locations and conditions that may exist away from the ship. As with the general program, our goals are to appreciate pristine wilderness scenery and to encounter unique wildlife in its natural environment. In the Sea Kayaking Program, we also emphasize exploration, fellowship, physical exercise, and serenity.

Paddling times and distances will vary between excursions. On any given outing, you may spend up to three hours on the water and paddle five nautical miles or more. Your kayak guides will discuss anticipated times and distances prior to each paddling excursion. However, your kayak adventures may also be unscripted and spontaneous, depending on ice, weather, and wildlife.

Paddling conditions will also vary. Calm conditions are likely to exist in some of the protected bays and fjords we visit. However, it is also normal to encounter winds up to 20 knots (37 kph) and seas with moderate chop and swell up to 1 meter. Water and air temperatures will both be around 0°C (32°F). Kayaking will not be initiated if weather conditions pose undue risk, but there will always be the possibility of



sudden rough weather, which may be extreme, while on the water. You should keep in mind that the Polar regions are some of the most remote and inhospitable environments on Earth, and that sea kayaking is an inherently risky activity.

### **Previous Sea Kayaking Experience**

To participate in the Sea Kayaking Program, **you must be physically fit and have previous kayaking experience**. This is for the safety and enjoyment of yourself and the group. The inherent risks of paddling in the Polar regions can only be managed if everyone participating can be relied upon to react confidently and competently to sudden adverse conditions, as well as to any instructions given by the expedition/kayak guides.

You will be expected to execute basic paddling strokes in coordination with your paddling partner. You should also be comfortable performing an emergency “wet exit” if the need arises. Previous experience and confidence specifically in a double (tandem) sea kayak with rudder steering will enable you to get the most out of your time on the water with us. Polar region paddling experience is not required. You *do not* need to know how to perform an “Eskimo roll” or a self-rescue.

We expect that participants in the kayak program have experience in using and getting both in and out of a kayak. Though not mandatory, it is helpful if the participants are familiar with using a rudder and performing an emergency wet exit.

Your kayak guides are responsible for ensuring that all participants meet the experience and fitness requirements. Please be aware that we reserve the right to refuse your participation in the program, for reasons of safety, at any time.

### **Safe Kayaking**

Safety is a top priority. You will have experienced and qualified sea kayak guides leading your group and helping you in and out of the kayaks at all times. The guide to kayaker ratio will always be at least 1:10.

In addition, there will always be a dedicated safety Zodiac and driver accompanying the sea kayak group on the water. Safety gear is carried in the Zodiac to ensure a speedy recovery in the unlikely event that a kayaker capsizes. The safety of the group is also enhanced by our policy to admit only experienced kayakers into the program.

At all times we will keep at least the IAATO/AECO recommended minimum distances from icebergs, glaciers, and wildlife. Your kayak guides will give a comprehensive Sea Kayak Program orientation before your first paddle as well as safety briefings throughout the program.

### **Kayaks and Paddling Gear**

We provide all the specialized paddling gear you will need to have a safe and enjoyable time in the polar environment. All our kayaks and gear are top-quality and maintained in excellent condition. We carry enough of all sizes to ensure that everyone feels safe and comfortable in their gear.

We use Prijon Excursion HTP double (tandem) sea kayaks with rudder steering and adjustable paddles. These tough, stable kayaks are perfect for rough conditions and paddling through brush ice. Please note that the maximum hip width accommodated by our kayaks is 40 cm (15.75 inches).



You will also be outfitted with top-quality, extreme-weather kayak gear, including a Kokotat Supernova paddling suit (please see the attached Paddling Suit Sizing Chart), spray skirt, paddling-specific PFD, wet shoes, and pogies (kayaking mittens – please see below).

### **What to Bring**

Underneath the paddling suit you will need to dress for the conditions. Air temperatures will range between –5°C (23 °F) and +10°C (50°F). Cloud cover, wind, and precipitation can dramatically affect how it “feels” outside. On a cloudy, breezy day with freezing rain or snow, it can feel brutally cold. But remember also that you will be engaged in strenuous physical activity in a suit that traps air for insulation. So the possibility of overheating and becoming wet from perspiration must also be considered. The layering principle should be observed, but keep in mind it will not be possible to add or remove layers while on the water inside your paddling suit.

Appropriate layers for kayaking can also be used underneath your rain pants and parka while on deck, in the Zodiacs, or on shore, so you do not necessarily need to pack twice the gear to go kayaking. It is advisable, however, to pack extra gear if you can, in case some of it gets wet.

Polypropylene (fleece) and wool are the preferred fibers for paddling. Cotton is unacceptable, due to poor heat retention when damp (e.g., from perspiration). Your base (regulation) layer should be moisture-wicking thermal long underwear (light-weight for bottoms, medium-weight for top). Your insulating layer should be comfortable non-cotton trousers/pants, and a medium-weight, non-bulky, long sleeve fleece top, preferably without a hood. Your paddling suit (provided) will be your waterproof layer. Trapped air inside the suit will act as additional insulation.

A fleece or tight knit wool cap is essential. Bring two in case one gets wet. In addition, a neck tube or balaclava will protect your face and neck against the cold polar winds. A wide-brimmed hat or cap is advisable for UV protection on sunny days. Your feet will be completely dry in the suit. However, if your feet are prone to cold, extra socks are recommended.

The purpose of the neoprene pogies is to provide protection from the elements for your hands without compromising your grip on the paddle shaft. In very cold/windy conditions it is prudent to wear fleece or wool glove liners inside the pogies. You should bring extras of these in case one pair gets wet. Durable dishwashing gloves make good liners that are also waterproof.

Finally, UV protection is essential in the Polar regions, even on cloudy days. Bring sunglasses, sunscreen, and lip balm.

### **Kayaking and Photography**

Sea kayaking offers a unique perspective from which to capture incredible photos of the Polar regions and its wildlife. However, there are some caveats that should be kept in mind.

Our kayaks do not have truly waterproof compartments so waterproofing your camera is critical. For this and other reasons, compact cameras are more suitable than SLRs when kayaking. Waterproof still or video cameras are ideal. Otherwise, bring a small dry bag or even a Ziploc bag for your compact camera and you can stow it in your PFD zipper pocket, spray skirt mesh pocket, or in the small deck compartment of the kayak.



**Note:** If you want to use your waterproof camera underwater, you should consider getting a pole attachment that allows you to operate your camera while keeping your hands out of the water. Your hands will not tolerate being submerged in sub-freezing water for more than a few seconds.

In some circumstances, it may be appropriate to store a large SLR camera in a dry bag in the cockpit with you under your spray skirt. However, be advised that in many circumstances (e.g., choppy seas, strong currents, high winds, etc.) this cannot be accepted because it would require opening the spray skirt and taking your hands away from the critical task of maneuvering the kayak, which would put you and your paddling partner at undue risk.

You will have many chances to take photos from your kayak, but please keep in mind that the best use of your camera will be to record the journey and to capture magnificent moments as they come. There will be plenty of time to organize professional photo opportunities while you are on shore or in a Zodiac.



### Paddling Suit Sizing Chart

The Kokoda Supernova paddling suit is waterproof and features latex wrist gaskets, booties, and a stretch neoprene neck gasket. Suits are unisex.

To facilitate the distribution of suits onboard, please take a moment to record your size using the chart below as a guide. Your kayak guides will ask for this information onboard. You will get a chance to try on your selected size before your first kayaking excursion, to make sure that it really fits you.

**Please print this page and circle your measurements on the chart below.**

You may find yourself in more than one column. Your kayak guides can determine from the measurements which suit will be best for you.

Chest/Bust: measure around the fullest part of the chest or bust, across the shoulder blades.

Waist: measure where you normally wear pants or belt.

Hips: measure around hip at the fullest part.

Inseam: measure from the crotch seam to the anklebone.

Sleeve: measure from the wrist bone, around the bent elbow to the spine at the back of the neck.

	<b>S</b>	<b>M</b>	<b>L</b>	<b>XL</b>	<b>XXL</b>
	inches / cm	inches / cm	inches / cm	inches / cm	inches / cm
Chest:	36-38 / 91-97	40-42 / 102-107	44-46 / 112-117	48-50 / 122-127	52-54 / 132-137
Waist:	30-32 / 76-81	32-34 / 81-86	36-38 / 91-97	40-42 / 102-107	42-44 / 107-112
Hips:	36-38 / 91-97	40-42 / 102-107	42-44 / 107-112	46-48 / 117-122	48-50 / 122-127
Inseam:	28-30 / 71-76	30-32 / 76-81	32-34 / 81-86	34-35 / 86-89	34-36 / 86-91
Sleeve:	32 / 81	34 / 86	35 / 89	36 / 91	37 / 94
Height:	5'2"-5'6" / 157-168 cm	5'6"-6'0" / 168-183 cm	5'10"-6'2" / 178-188 cm	6'0"-6'4" / 183-193 cm	6'0"-6'6" / 183-198 cm
Weight:	115-140 lbs / 52-64 kg	140-175 lbs / 64-80 kg	175-200 lbs / 80-91 kg	200-240 lbs / 91-109 kg	220-260 lbs / 100-118 kg

Name: \_\_\_\_\_

Size: \_\_\_\_\_



## **TERMS AND CONDITIONS**

### **Sea Kayaking in the Polar Regions**

#### **The Kayaking Experience**

The kayaking program will take place in one of the roughest and toughest environments in a remote part of the world. We cannot guarantee any location because our ability to do so depends on the weather and ice conditions, which can be changeable, and over which we have no control.

The descriptions in the Sea Kayaking Brochure Outline and Trip Preparation Notes are made in the belief and with care that they are accurate, but due to the kayaking program being very much dependent on the natural environment, we cannot guarantee that it will take place as described. If we are unable to provide you with a full kayaking excursion due to medical emergency, weather and ice conditions, or any circumstance beyond our control, no refund of money paid will be made.

#### **About You**

To take part in the kayaking program, previous kayaking experience is strongly recommended. We expect that participants in the kayak program have experience in using and getting both in and out of a kayak. Though not mandatory, it is helpful if the participants are familiar with using a rudder and performing an emergency wet exit. For the safety of yourself and the other kayakers, the kayak guide may for any reason refuse your participation in the kayaking program, or ask you to undertake a practical test. If we refuse you permission, we shall refund any money you paid to us for the kayaking program but shall not be otherwise liable.

If not enough people have decided to share in the kayaking program, we reserve the right to cancel your kayaking program prior to your expedition and advise you accordingly. If we do cancel your kayaking program prior to your expedition, we will refund any monies received from you as payment towards this program, but shall not be otherwise liable.

#### **Equipment and Safety**

To take part in the kayaking program you must be appropriately dressed. Details of the recommended clothing are listed in our attached "Trip Preparation Notes Sea Kayaking in the Polar Regions". You are reminded that in the Polar regions, the weather conditions can change rapidly, with little or no warning. It is therefore important that you are adequately dressed for the worst possible conditions. We will provide you with kayak safety vests, a dry suit, and the other items mentioned in the Trip Preparation Notes. Although we regularly maintain and check this equipment, before you start kayaking, you must carry out a safety check to ensure that all equipment used by you is in good condition and working order. You must confirm to the kayak guide that you have checked your equipment properly and that it is in good condition.

**We use Prijon Excursion Tandem Kayaks for our program, and as with any sports equipment it may not fit you. For entering into the kayak and assuming a comfortable paddling position, the maximum**



**hip width is 40 cm or 15.75 inches. We suggest that you take a horizontal measurement at the widest point of your hips to determine if you will be able to fit in the kayak.**

During your kayaking excursions, you will be accompanied by a kayak guide. In addition, there will be a Zodiac in constant communication with the group, which will assist for any safety or emergency reasons. For the safety of yourself and the other participants in the kayaking excursions, there will be a maximum number of 20 kayakers. We reserve the right for reasons of safety to restrict the number of people participating in our kayaking excursions at any one time. **Please note that the kayak program cannot be shared between travellers.**

In the interests of your safety and comfort, and that of the other participants, it is very important that you must listen to, understand, and comply with all and any instructions given. Instructions will be given in English. It is your responsibility to ensure that you have knowledge of the English language, so that you are fully able to understand instructions given in English. If you do not understand any of the instructions, we reserve the right to refuse you participation based on safety concerns communicating during an emergency situation.

#### **Your Health**

You must declare: (1) when you book this kayaking program and (2) immediately prior to starting your kayaking excursions, any pre-existing medical condition or illness, or poor state of health. You should, before starting your expedition, visit a doctor for a personal medical examination to ensure that you are fully able to participate in the kayaking program, and we shall assume that you have done so. If you are recovering from any breathing illness or the effects of alcohol and/or drug consumption or have recently had any major illness or surgery, then by participating in the kayaking program, you may be placing yourself and others at risk. If so, we would strongly advise you not to take part.

#### **Waiver Form**

As you will be sea-kayaking in cold and icy conditions, there will be the constant risk of personal injury. You must accept that element of risk. You will be required to have medical and travel insurance and to sign a separate Liability Waiver Form Release expressly assuming the risks associated with the kayaking program and releases. G Adventures Inc., The Expedition Shipping Company Limited, (and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigned, from all liability (including but not limited to injury, loss or death) and waiving all claims. You will not be permitted to participate in the kayaking program unless you execute this form.

Kayaking is restricted to those persons aged 18 years and over.

**Camping and kayaking are only available to book prior to your departure. Spaces are limited.**



## LIABILITY WAIVER FORM Sea Kayaking in the Polar Regions

To be completed by participants in Sea Kayaking program on board the MS Expedition.

**PLEASE COMPLETE AND SIGN THIS FORM AND RETURN TO G ADVENTURES AS SOON AS POSSIBLE. MUST BE RECEIVED AT LEAST 60 DAYS PRIOR TO DEPARTURE.**

In consideration of my participation in the Sea Kayaking program offered onboard the MS Expedition,

I, (please print full name) \_\_\_\_\_, the undersigned, hereby acknowledge that I have received the ***G Adventures Inc. – Sea Kayaking Brochure Outline, Terms and Conditions Sea Kayaking in the Polar Regions***, and the ***Preparation Notes Sea Kayaking in the Polar Regions***, for the Kayaking activities and that I have read and understand, and currently am and shall remain in full compliance with, the terms and provisions contained therein.

\_\_\_\_\_ Initial

### 1. REPRESENTATIONS, WARRANTIES AND ASSUMPTIONS OF RISK

I understand and willingly agree that my participation in the sea-kayaking activities are taken with full understanding and appreciation for the risks, that I undertake this expedition solely at my own request and risk.

\_\_\_\_\_ \*initial

I hereby verify, that I possess the minimum experience and qualifications as set out in the above referenced “Terms and Conditions”. I also verify that my health has not markedly changed since completing the health questionnaire.

\_\_\_\_\_ \*initial

I also understand and willingly agree that any sea-kayaking activities come with various types of risks, such as, but not limited to:



- Risk of the kayak capsizing (in cold/freezing waters)
- Becoming surrounded in ice and potentially striking ice
- Paddling into and with extreme winds
- Choppy seas making navigation difficult, causing sea sickness or capsizing the kayak
- Rapidly changing weather conditions (often with little or no warning)
- Being in the kayak, undertaking a very physical activity, for long durations of time and over several miles
- Participating in a physical activity in one of the roughest and toughest environments in a remote part of the world
- Poor or ill-fitting clothing for the weather conditions and environment
- Your inexperience for the activity, given the conditions, and your lack of knowledge to participate in such an activity in the Polar environment
- Physical illness due to your own physical condition and how you deal with the activity and environment
- Threats or contact with wildlife, such as but not limited to, whales, sea lions, leopard seals, polar bears and seals.

\_\_\_\_\_ \*initial

## 2. EXEMPTION AND RELEASE FROM LIABILITY

I hereby exempt and fully release the following persons and organizations:

- a) G Adventures Inc., The Expedition Shipping Company Limited and their respective officers, directors, agents, servants, employees, shareholders, successors and assigns, on my own behalf as well as on behalf of my heirs, successors and assigns;

\_\_\_\_\_ \*initial

- b) any other related parties that are or may become liable for any loss or injury to me or to my property, or for my death, arising out of my participation in any of the above-mentioned activities;

\_\_\_\_\_ \*initial

from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or to my property, or my death, which may occur as a result of or in the context of my participation in the Sea Kayaking program offered on board MS Expedition, whether such loss, damage, injury or death results from the negligence and/or other



fault, either active or passive, of any of the parties described at paragraphs 2 a) and 2 b) above, or from any other cause.

\_\_\_\_\_  
\*initial

### 3. COVENANT NOT TO SUE

I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described at paragraphs 2 a) and (b) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Liability Waiver Form, whether caused by the negligence and/or fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the parties described at paragraphs 2 a) and (b) above for product liability, failure to warn, negligence, breach of warranty, breach of contract or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the parties described at paragraphs 2 a) and (b) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action that I, my heirs, successors, assigns and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arising from the activities covered by this Liability Waiver Form, whether caused by the negligence and/or fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Liability Waiver Form against any of the parties described at paragraphs 2 a) and (b) above, I agree that such parties shall be entitled to recover, in addition to any other damages that may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

\_\_\_\_\_  
\*initial

### 4. INDEMNITY AGAINST CLAIMS

I will indemnify, defend, save and hold harmless the parties described at paragraphs 2 a) and (b) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, that may be presented or initiated by any party and that may arise directly or indirectly from my participation in the activities covered by this Liability



Waiver Form, whether resulting from the negligence and/or other fault, either active or passive, of any of the parties described at paragraphs 2 a) and (b) above, or from any other cause.

\_\_\_\_\_ \*initial

5. VALIDITY OF WAIVER

I understand that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the parties described at paragraphs 2 a) and (b) above because of injury to my person or property, or my death, due to the activities covered by this Liability Waiver Form, this Liability Waiver Form can and will be used in court, and that such waivers have been upheld in courts in similar circumstances.

\_\_\_\_\_ \*initial

6. SEVERABILITY/MULTIPLE WAIVERS

I agree that, should one or more provisions in this Liability Waiver Form be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other liability and waiver form containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Liability Waiver Form, I agree that the liability and waiver form that provides the most protection from liability and/or suit to the parties described at paragraphs 2 a) and (b) above shall be enforceable against me by such parties.

\_\_\_\_\_ \*initial

7. APPLICABLE LAW/JURISDICTION

I agree that the laws of the province of Ontario and the federal laws of Canada applicable therein shall govern the construction, interpretation and validity of this liability waiver form as well as any dispute arising from the activities set out above. In the event this liability waiver form is violated and that suit is bought by any of the parties described at paragraphs 2 a) and (b) above, I agree that the Federal Court of Canada and the courts of the province of Ontario shall have exclusive jurisdiction with regard to any suit or action arising from the activities covered by this Liability Waiver Form.

\_\_\_\_\_ \*initial



I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS ACTIVITY AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY A PRODUCT, LIABILITY OR THE NEGLIGENCE OF THE RELEASE PARTIES, WHETHER PASSIVE OR ACTIVE.

I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS LIABILITY RELEASE.

**For the Sea Kayak Participant:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Home address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Trip Title and  
Departure Date: \_\_\_\_\_

Signature of Witness to the  
Sea Kayak Participant's signature: \_\_\_\_\_