

Skaha LakeFront BnB, 476 Hody Drive, OK Falls, BC V0H 1R7 – 778 515 6023

(Lake Access Waiver)

IMPORTANT: Please carefully read and understand the terms of this waiver. By entering the property, you are agreeing to these terms and waiving certain legal rights, including the right to sue.

1. Assumption of Risk:

Participant acknowledges that entering Skaha LakeFront BnB property and engaging in any activities (referred to as “Activities”) involves inherent risks, dangers, and hazards. These risks include, but are not limited to:

- Risks associated with water and water-based activities and on-site dock (including swimming, boating, jumping/diving off dock and watercraft use)
- Backyard has retaining walls. Keep safe distance and only use the stairs.
- Physical injury, death, or property damage from equipment failure, slips, falls, collisions, and water hazards.
- Risks related to negligence of others (participants, staff, etc.)
- Weather-related hazards, including high temperatures, sudden storms, or poor visibility
- Any failure to follow posted safety guidelines or the proper use of safety equipment, such as life jackets

By entering the property and participating in these activities, the Participant assumes all risks, whether known or unknown, and agrees to release the Company and its affiliates from liability arising from those risks.

2. Participant's Representations:

Participant affirms that:

1. They have no medical condition that would prevent participation in the activities.
2. They will follow all safety rules and regulations set by the Company.
3. They are aware of the activities they will be engaging in and the potential risks involved.
4. They are not under the influence of alcohol or drugs when participating in activities.
5. They understand that by signing this waiver, they are waiving their legal rights, including the right to sue.

3. Release from Liability:

By signing this waiver, Participant agrees to release and hold harmless the Company and its affiliates (referred to as the “Releasees”) from any and all claims, injuries, deaths, or damages that may occur while on the property or participating in the activities, even if caused by the negligence of the Company or other parties.

This release includes, but is not limited to, claims arising from:

- Negligence by the Company or its agents
- Breach of contract or warranty regarding the safety of equipment or activities
- Breach of legal duty (such as the Occupiers Liability Act)
- Failure to warn or safeguard against risks inherent in the activities

4. Indemnification:

Participant agrees to indemnify and defend the Company and Releasees against any claims, losses, damages, or expenses (including legal fees) resulting from the Participant’s actions or omissions, or the actions of others under their supervision, while on the property or engaging in the activities.

5. No Supervisory Liability:

The Company and Releasees are not responsible for any harm that arises from a lack of supervision or failure to manage risks. Participant acknowledges that they are responsible for their own safety and the safety of those they bring with them.

6. Entire Agreement:

This waiver constitutes the entire agreement between the Participant and the Company regarding the activities at Skaha LakeFront BnB and supersedes any prior communications or agreements.

7. Governing Law:

This waiver is governed by the laws of the Province of British Columbia. Any disputes will be subject to the exclusive jurisdiction of the courts in that province.

8. Severability:

If any part of this waiver is found to be invalid or unenforceable, the remaining provisions will still be in effect.

9. Limitation of Liability for Personal Property:

The Company is not responsible for the loss, damage, or theft of any personal property brought onto the premises or during any Activities. Participants are encouraged to secure their belongings.

10. Minor Participants:

If the Participant is under the age of 19, a parent or guardian must sign this waiver on their behalf. The parent/guardian acknowledges that they are responsible for ensuring the minor follows all rules and guidelines.

Parent/Guardian Name:

Relationship to Minor:

Parent/Guardian Signature:

11. Emergency Contact Information: Please provide an emergency contact in case of accidents or health issues.

Emergency Contact Name:

Relationship:

Emergency Contact Number:

Acknowledgment:

By signing below, the Participant acknowledges that they have fully read and understood this waiver and voluntarily agree to its terms. The act of entering the property and participating in activities is deemed to be acknowledgment and acceptance of this agreement, equivalent to signing.

Guest Name & Room :

Guest Signature :

Date :