

SUNSHINE FLYRIDES INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY BEFORE SIGNING!

Date: _____ Last Name: _____ First Name: _____

Date of Birth: _____ Phone Number: _____

Email Address: _____

Completion of this form is required for your participation in any activity or services provided by Sunshine Flyriders Inc.

To: Sunshine Flyrides Inc. and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereafter referred as "the Releasees")

DEFINITION

In this Release Agreement, the term "the Sunshine Flyride Activities" means all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: The Personal Water Craft (PWC) ; Flyboard; and Flyride along with all other equipment or safety equipment supplied. This also includes but is not limited to orientation, instructional courses and sessions and all travel transport and other such activities, events and services in any way connected with or related to the Sunshine Flyride Activities.

ASSUMPTION OF RISKS

I am aware that the Sunshine Flyride Activities involve many risks, dangers, and hazards. The risks, dangers and hazards include but are not limited to: accidents which occur during transportation or travel to and from the Sunshine Flyride Activities including slips, trips and falls while getting into or out of the water; loss of balance; impact; collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; changing and inclement weather conditions including storms, high wind, high waves and lightning; encounters with domestic or wild animals both on land and in the water; negligence on the part of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE SUNSHINE FLYRIDE ACTIVITIES. Communication in certain areas in which Sunshine Flyrides Inc. operates and uses for the Sunshine Flyrider Activities may be difficult and in the event of an accident, rescue and medical treatment may not be readily available.

**I am aware of the risks, dangers and hazards associated with the Sunshine Flyride Activities
And I freely accept and fully assume all such risks, dangers and hazards and the possibility
Of personal injury, death, dismemberment, property damage or loss resulting therefrom**

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Sunshine Flyride Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against the RELEASEES and to release the RELEASEES from any and all liability for loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Sunshine Flyride Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *occupiers liability act*, on the part of the RELEASEES, and further including the failure on the part of the RELEASEES to safeguard or protect me from the many risks, dangers and hazards of participating in the Sunshine Flyride Activities.

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2. To hold harmless and indemnify the Releasees for any and all liability for any property damage, loss, expense or personal injury to any third party resulting from my participation in the Sunshine Flyride Activities, including but not limited to:
 - a. The use of my own equipment during the Sunshine Flyride Activities such as stoves, tents, watercraft, personal safety equipment, and camping gear; and
 - b. All costs of rescue, medical attention or health care costs rendered to me, or for my benefit as a result of the Sunshine Flyride Activities

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3. This Release Agreement shall be effective and binding upon my heirs, next of kin executors, administrators, assigns and representatives, in the event of my death or incapacity

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4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

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5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that Province.

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In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Sunshine Flyride Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20____

Signature of Witness

Participant Name (please print)

Participant Signature

OPTIONAL PHOTO/IMAGE RELEASE AND WAIVER

I hereby give Sunshine Flyriders Inc. its assigns, licenses and legal representatives the irrevocable right to you use my name/phot/image/audio recording/video recording and likeness; or that of my child under the age of 18 for whom I am providing consent ("My Image") in all forms and manner including but not limited to publication on Inernet websites, social media, broadcasts and any other publications as released to or by Sunshine Flyriders Inc. I understand that Sunshine Flyriders Inc. cannot control unauthorized use of My Image by persons not associated with Sunshine Flyriders Inc. once My Image has been published. I hereby forever waive any right to inspect or approve any publication of My Image by Sunshine Flyriders Inc. I have carefully reviewed and understand the above provisions and agree to be bound by them. I voluntarily and irrevocably give my consent and agree to this Release and Waiver.

Name: _____ (please print)

Name of child (if applicable): _____ (please print)

Signature: _____

I DO NOT AGREE TO THE RELEASE OF "My Image" AS DESCRIBED ABOVE _____ (please initial)

SUNSHINE FLYRIDES INC.

Assumption of Risk and Permission Form for participants under the age of 18

**BY SIGNING THIS DOCUMENT, YOU AND YOUR CHILDS'
LEGAL RIGHTS MAY BE AFFECTED**

PLEASE READ CAREFULLY BEFORE SIGNING!

Date: _____ Child's Last Name: _____ Child's First Name: _____

Child's Date of Birth: _____ Parent/Guardian's Name: _____

Phone Number: _____ Email Address: _____

Completion of this form is required for your child's participation in any activity or services provided by Sunshine Flyriders Inc.

Participation in the activities (referred to as the Sunshine Flyrider Activities hence forth) described in the Risk Assessment Summary included on this form carries certain risks, dangers, hazards and liabilities to all participants. These included, but are not limited to, personal injury, death, disfigurement, property damage, expense and other loss, delay or inconvenience, and cancellation or curtailment in the activity, all as more fully described in the Risk Assessment Summary. You are required to accept these and other risks as a condition of your child participating in The Sunshine Flyride Activities.

The Risk Assessment Summary is intended to enable you and your child to better understand and accept the various risks involved in The Sunshine Flyride Activities. It is your responsibility to weigh and evaluate the risks on behalf of your child.

Your child is under no obligation to participate in The Sunshine Flyride Activities; and may choose not to participate at any time after you sign this form.

RISK ASSESSMENT SUMMARY **Sunshine Flyriders Activities**

In the Risk Assessment Summary, the term "Sunshine Flyrider Activities" mean all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by Sunshine Flyrides Inc. including but not limited to: the Personal Water Craft (Sea-Do/JetSki); Flyboard; and Flyride; along with any other equipment or safety equipment supplied. This also includes but not limited to orientation, instructional courses and sessions and all travel, transport and other such activities, events and services in any way connected with or related to the Sunshine Flyrider Activities.

Accidents while engaging in The Sunshine Flyride Activities occasionally happen. The Sunshine Flyride Activities includes inherent and foreseeable risks of harm, personal injury or even death and disfigurement. While the variety of risks is more than can be listed here, Sunshine Flyrides Inc. takes this opportunity to identify the more obvious and frequent risks.

Travel Risks

Accidents may occur when travelling to and from The Sunshine Flyride Activities. Travel involves inherent risks, dangers, and hazards to which all travelers are exposed including motor vehicle accidents, mechanical breakdowns, traffic congestion and delays and getting lost. These risks are greater in busy summer traffic and driving on gravel or dirt roads.

Activity Risks

The Sunshine Flyride Activities presents a number of inherent and significant risks, dangers and hazards that may result in personal injury, death or disfigurement of participants, property damage, loss, expense or inconvenience. These include, but are not limited to:

- Loss of balance, falls, slips and trips while travelling by foot to and from The Sunshine Flyride Activities;
- Loss of balance, falls, slips and trips while getting in and out of the water;
- Overturning of the Personal Watercraft (Sea-Do/Jetski);
- Failure of the equipment including the Personal Watercraft (Sea-Do/Jetski), wetsuits, helmets, and personal floatation devices;
- Impact, collision, with or entrapment by trees, logs, deadfall, boats or equipment, and people/spectators;
- Hypothermia;
- Drowning;
- Changing and inclement weather conditions including storms, high wind, high waves, and lightning;
- Encounters with domestic or wild animals both on land or in the water;
- The possibility that your child may not heed safety instructions or directions given to the group or delivered individually;
- Negligence on the part of other participants; and
- Negligence on the part of Sunshine Flyrides Inc., and its agents, principals and employees, including the failure on the part of Sunshine Flyrides Inc. and its agents, principals and employees, to safeguard or protect participants from the risks, dangers, and hazards of participating in The Sunshine Flyride Activities.

Communication in certain areas in which Sunshine Flyrides Inc. operates and uses for The Sunshine Flyride Activities may be difficult and in the event of an accident, rescue and medical treatment may not be readily available.

Initial Here

I/We have read the Risk Assessment Summary for the Sunshine Flyride Activities

I/We Have reviewed the Risk Assessment Summary for the Sunshine Flyride Activities
With my/our child and have instructed our child to listen to and follow the instructions
Provide pertaining to the Sunshine Flyride Activities

I/We are aware that the Sunshine Flyride Activities involve many risks, dangers and hazards
Including but not limited to those referred to in the Risk Assessment Summary and

- Accept the mode of transportation for the Sunshine Flyride Activities as described
In the Risk Assessment Summary and the itinerary for the Sunshine Flyride Activities
- Freely and voluntarily assume the risks, dangers and hazards inherent in
the Sunshine Flyride Activities, including all those described in the Risk Assessment
Summary and the possibility of personal injury; death; or dismemberment of my
Child; property damage, loss, expense or inconvenience; and
- Being satisfied that the Sunshine Flyride Activities is suitable for my/our child, give
My/our permission and consent for him/her to participate in the Sunshine
Flyride Activities

_____ (please print)
Name of Parent/Guardian

Signature of Parent/Guardian

OPTIONAL PHOTO/IMAGE RELEASE AND WAIVER

I hereby give Sunshine Flyriders Inc. its assigns, licenses and legal representatives the irrevocable right to you use my name/phot/image/audio recording/video recording and likeness; or that of my child under the age of 18 for whom I am providing consent ("My Image") in all forms and manner including but not limited to publication on Internet websites, social media, broadcasts and any other publications as released to or by Sunshine Flyriders Inc. I understand that Sunshine Flyriders Inc. cannot control unauthorized use of My Image by persons not associated with Sunshine Flyriders Inc. once My Image has been published. I hereby forever waive any right to inspect or approve any publication of My Image by Sunshine Flyriders Inc. I have carefully reviewed and understand the above provisions and agree to be bound by them. I voluntarily and irrevocably give my consent and agree to this Release and Waiver.

Name: _____ (please print)

Name of child (if applicable): _____ (please print)

Signature: _____

I DO NOT AGREE TO THE RELEASE OF "My Image" AS DESCRIBED ABOVE _____ (please initial)