



# Rafting and Kayaking Information

**Thank you for booking your rafting adventure with us!  
This is what you need to know for all whitewater rafting and kayaking trips:**

## **WE PROVIDE / YOU PROVIDE**

Licensed guides, self-bailing rafts/kayaks, wet suits, paddle jackets, booties, life jackets, helmets (where required) and paddles.

Please wear a bathing suit or shorts and a t-shirt under casual clothing. Whatever clothing you wear under your wet suit will get wet so bring a towel and a dry change of clothes. If you tend to get cold easily or if the weather is cold and/or rainy, you should bring extra warm clothing to wear under the paddle jacket that we will provide. Polypropylene or wool garments provide the best insulation when wet. Don't forget to bring wool socks to wear inside the booties on cooler days.

## **VALUABLES & CAMERAS**

Please **DO NOT** bring any valuables with you. We will not be held responsible for items lost or stolen in our change rooms or vehicles. Cameras and water do not mix! Should you choose to bring a camera, you do so at your own risk and we will not be responsible for any damage to your camera. A staff photographer on the shoreline will take photographs which will be available after your trip.

## **DEPARTURE LOCATION: 616 PATRICIA STREET**

For all departures for all rivers please meet us at the Maligne Lake Ticket Office in the Jasper Marketplace at 616 Patricia Street. Please arrive at least 30 minutes before your trip time.

## **RISKS & RELEASES**

While we take every reasonable pre-caution, whitewater rafting and kayaking does involve inherent risks. When participating in these types of adventures you do so at your own risk. Please read the **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT** on the reverse side of this form. You will be asked to read, complete and sign this form prior to your departure. Please bring the agreement and your ticket with you. See you on the river!

## **SEVEN-DAY REFUND POLICY**

We will give a full refund if you notify us and cancel at least seven days prior to your departure date. Otherwise no refund will be given.

Any change in your departure date or time also requires at least seven days advance notice. As water levels fluctuate, we reserve the right to cancel or alter any trip and/or substitute a different river or river section at our discretion.

## **DON'T MISS YOUR TRIP!**

Make sure that your watch is set to Mountain Daylight (Alberta) Time.



# Release of Liability Waiver of Claims Assumption of Risks Indemnity Agreement

Check One: Trip Time:  
 Athabasca \_\_\_\_\_  
 Sunwapta \_\_\_\_\_  
 Fraser \_\_\_\_\_

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE, PLEASE READ CAREFULLY**

Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_

IN CONSIDERATION of my being permitted to participate in River Rafting/Kayaking activities organized by MALIGNE RAFTING ADVENTURES LTD., I acknowledge and agree as follows:

The term "Releasees" means Maligne Rafting Adventures Ltd., Rocky Mountain Christmas Ltd. and their respective directors, officers, shareholders, employees, volunteers, contractors, agents and representatives.

The term "River Rafting/Kayaking" shall include all activities in any way related to the river rafting/kayaking trip, including but not limited to orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles and raft/kayaks, carrying and transport of raft/kayaks, and all activities while on the river.

I am aware that participation in River Rafting/Kayaking involves many risks, dangers and hazards. I freely accept and fully assume all risks, dangers and hazards associated with River Rafting/Kayaking, and accept the possibility of personal injury or death, or loss or damage to property.

I acknowledge that I am not relying on any oral or written representations or statements made by the Releasees with respect to River Rafting/Kayaking other than what is set forth in this agreement.

I confirm that I am physically capable and fit to participate in River Rafting/Kayaking.

I AGREE TO WAIVE ANY AND ALL CLAIMS that I may have or may have in the future against the Releasees and to release the Releasees from any and all liability for any 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 River Rafting/Kayaking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFE-GUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF RIVER RAFTING/KAYAKING.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury or death to any third party resulting from my participation in River Rafting/Kayaking.

To indemnify the Releasees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

That this agreement shall be effective against and binding on my heirs, next of kin, executors, administrators, and assigns and any persons who may be entitled to assert a claim as a result of my death or any injury to me.

This agreement shall be governed and interpreted in accordance with the laws in the Province of Alberta and any litigation involving the parties to this agreement shall be brought within the Province of Alberta.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

**PARTICIPANT OR LEGAL GUARDIAN:**

**WITNESS:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_