



# Charter, Swimming and Water Activity Liability Waiver and Release of Claims

**Shuswap Signature Cruise Inc.**

## **PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT**

By signing this document, you acknowledge and accept the risks associated with participating in a charter operated by Shuswap Signature Cruise Inc., including swimming and water-related activities, and agree to release the Company from liability to the fullest extent permitted by law.

### **1. Skippered Charter Acknowledgment**

This is a skippered charter. Only the designated captain or authorized crew may operate the vessel.

### **2. Assumption of Risk**

I acknowledge that boating and swimming involve inherent risks including drowning, slips and falls, cold water shock, hypothermia, collisions, propeller hazards, and changing weather or water conditions.

### **3. Marine Activity Risks**

I understand risks associated with vessel movement, wakes, waves, docking maneuvers, and mechanical failure.

### **4. Passenger Conduct**

I agree to comply with all instructions from the captain and crew. Unsafe or unlawful behavior may result in termination of the charter without refund.

### **5. No Lifeguard on Duty**

I acknowledge that there is no lifeguard on duty during swimming or water-related activities.

### **6. Enter Water at Your Own Risk**

I acknowledge that swimming and entering the water are entirely voluntary and undertaken at my own risk. Swimming is permitted only with the captain's approval and when conditions are deemed safe.

### **7. No Diving Policy**

Diving from the vessel is strictly prohibited. Water entry must be feet-first and with captain approval.

### **8. Propeller and Vessel Safety**

Swimming is permitted only when engines are off and with the captain's authorization.

### **9. Personal Flotation Devices**

Approved life jackets are available onboard and must be worn if instructed.

**10. Weather and Operational Discretion**

The captain may alter routes, schedules, or activities due to weather, safety, or mechanical concerns.

**11. Natural Hazards**

I acknowledge risks including waves, submerged objects, aquatic life, and uneven lakebeds.

**12. Boarding and Disembarkation**

I understand that boarding and disembarking the vessel involve inherent risks.

**13. Compliance with Regulations**

I agree to comply with all applicable Transport Canada regulations and safety requirements.

**14. Passenger Capacity**

The vessel operates within certified passenger limits and all passengers must be registered prior to departure.

**15. Personal Property**

Shuswap Signature Cruise Inc. is not responsible for loss or damage to personal belongings.

**16. Damage to Vessel**

I accept responsibility for damage caused by my negligence or misconduct.

**17. Medical Fitness and Authorization**

I confirm I am medically fit to participate and authorize emergency medical treatment if required.

**18. Release of Liability**

I release and discharge Shuswap Signature Cruise Inc., its owners, directors, officers, employees, and agents from any claims, including those arising from negligence, to the fullest extent permitted by law.

**19. Indemnification**

I agree to indemnify and hold harmless the Company from any claims arising from my participation.

**20. Late Arrival and No-Show**

Late arrivals may result in shortened charters without refund.

**21. Safety Briefing Acknowledgment**

I acknowledge that I will receive a safety briefing prior to departure.

**22. Governing Law**

This Agreement is governed by the laws of the Province of British Columbia and Canada.

**23. Electronic Signature**

An electronic signature shall be deemed legally binding.

**24. Photo and Media Release**

Please indicate your preference:

■ **AGREE** – I grant permission for photographs or videos taken during the charter to be used for marketing and promotional purposes.

■ **DISAGREE** – I do not grant permission for photographs or videos to be used.

**25. Entire Agreement and Severability**

This document constitutes the entire agreement between the parties. If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

**ACKNOWLEDGMENT AND SIGNATURE**

I confirm that I have read, understood, and agree to the terms of this Liability Waiver and Release of Claims.

**Participant Information**

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

Address: \_\_\_\_\_

City/Province: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

**Parent or Legal Guardian (if under 19)**

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

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

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