

# TUBING AGREEMENT – WAIVER AND RELEASE FORM

(Please read carefully before signing)

THIS AGREEMENT AND RELEASE signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

BETWEEN: \_\_\_\_\_ of \_\_\_\_\_,  
(hereinafter referred to as “tuber”), *the Releasor*.

AND: **Martin Stewart**, of Taymouth, New Brunswick, who currently operate under the name of Taymouth Ventures (hereinafter referred to as “X”), *the Releasee*.

WHEREAS the Tuber is over nineteen (19) years of age, or is under nineteen (19) years of age and has been enrolled by his parent/guardian signing below, and wishes to rent an inflated tube of X (hereinafter “the X Property”).

## NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Upon full payment of the applicable fees in effect, which are non-refundable, X will provide an inflated tube to the “Tuber” at the Tuber’s own risk. .
2. X will provide an inflated tube to the Tuber and , and the Tuber and X agree that X shall not be liable in any way whatsoever, directly or indirectly, for damages, losses or injuries which may be incurred by the Tuber (including any of the Tuber’s personal property that he or she shall bring along while Tubing) resulting from any cause whatsoever, now or in the future, including, but not limited to, the negligence of X.
3. The Tuber agrees to be diligent, now and in the future, in following all rules and instructions from X, their agents, servants and employees, and agrees to reimburse X for any damages resulting from his or her failure to follow such rules or instructions.
4. X, in return for payment, or payments, aforesaid, undertakes to provide an inflated Tube to the Tuber for the purpose of floating down the Nashwaak River located in New Brunswick.
5. The Tuber, and the parent/guardian of each Tuber who has signed below if the Tuber is under nineteen (19) years of age, further agrees and does hereby remise, release and forever discharge X, individually and as partners, and their heirs, executors, administrators, successors and assigns from all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, clauses, and demands whatsoever now or in the future for damages relating to any matter whatsoever (including, without limiting the generality of the foregoing, personal injuries and property damage) arising during the use of X Property (being the inflated tube), including any negligence of X.
6. The Tuber, and the parent/guardian of the Tuber who has signed below if the Tuber is under nineteen (19) years of age, further agrees now and in the future to indemnify

and save harmless X , individually and as partners, their agents, servants and employees, and their heirs, executors, administrators, successors and assigns and all of them from liabilities, causes, claims, demands, damage and expenses in any manner connected with any injury to any person or persons or property of any person or persons caused by the Tuber and resulting in damage and relating to any matter whatsoever, now and in the future, regardless of any negligence of X AND the Tuber shall pay and satisfy any claims, suits, demands or causes of action whatsoever of any third person to enforce any penalty and shall pay and satisfy any Judgment or proceeding and shall reimburse X , or their agents, servants, employees, or all of them, for legal expenses of any kind incurred by X in the connection therewith.

7. If the Tuber is under the age of nineteen (19) years of age, the parent/guardian of the Tuber, in accordance with the terms hereof, hereby consents to the Tuber using an inflated tube provided by X as aforesaid, and agrees to be bound by the Releases herein on behalf of the Tuber, and this Release shall operate as an estoppel against any claim by such Tuber, the Tuber's parents(s), or their heirs, executors, administrators, successors and assigns.

*"I do hereby for myself, my heirs, executors, administrators and assigns, remise, release and forever discharge and save harmless Her Majesty the Queen in Right of the Province of New Brunswick, Her officers, employees, servants, agents and contractors from any claim, suit, demand or action that I might have and which may arise, directly or indirectly, from the use of Crown lands, under the administration and control of the Minister of Natural Resources, by Taymouth Ventures, its clients, agents, contractors and invitees, in order to gain access to the Nashwaak River, save and except such claim, suit, demand or action resulting from the negligence of Her Majesty the Queen in Right of the Province of New Brunswick or Her officers, employees, servants, agents, and contractors."*

(OPERATOR)

Tuber:

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
(Tuber or Parent/Guardian where under 19 years)