

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR
BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION
FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL OF PARTICIPANT

This Release Agreement Shall Apply to All Future Participation in Wilderness Activities

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Country
Email Address	Code		
Date of Birth	Year	Month	Day
Telephone	Home		Age
	Office	Mobile	

TO: JUDSON WRIGHT ENTERPRISES O/A KOOTENAY BACKCOUNTRY GUIDES, Whitewater Ski Resort Ltd, Knee Deep Developments Corporation, 1054686 Alberta Ltd., HIS MAJESTY THE KING IN RIGHT OF CANADA; and their respective directors, officers, employees, guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors, and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

WILDERNESS ACTIVITIES

In this Release Agreement, the term "**wilderness activities**" shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding and snowshoeing; split boarding, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, hiking, glacier travel and backcountry travel; canoeing, kayaking, paddle boarding and swimming; road and gravel bike tours; fitness courses and classes; and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food, beverage and water supply, and all travel by or movement in or around helicopters, other aircraft, snowcats, snowmobiles or other vehicles and camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

SAFETY

I acknowledge that I have been advised to wear a personal floatation device while kayaking, canoeing or paddle boarding.

I have been advised to wear an approved helmet while participating in bike tours and to comply with all applicable municipal and provincial highway laws and regulations.

NOTICE TO SNOWBOARDERS, TELEMAR SKIERS AND BACKCOUNTRY TRAVELLERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, some telemark boot/binding systems and ski touring gear are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

Communication in the backcountry, mountainous and alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning making all travel, including travel by helicopter, snowcat and snowmobile, hazardous.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees

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ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in wilderness activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; loose gravel; holes and depressions on or below the snow surface; variable and difficult snow conditions; lightning; effects of high altitude including pulmonary edema and cerebral edema; snow immersion; equipment failure including equipment associated with or related to climbing, rappelling and belaying; overturning or upsetting of paddleboards, canoes or kayaks; entrapment by trees, logs, or equipment; cold water immersion, hypothermia and drowning; encounters with dangerous or poisonous flora and fauna; impact or collisions with natural or constructed objects, other cyclists, vehicles or persons; becoming lost or separated from one's party or guide; loss of balance, slips, trips and falls; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities 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 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 wilderness 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 OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;

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;

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 British Columbia and no other jurisdiction; and

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

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

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.

Date
Signature of participant

Signature of Parent or Guardian if participant is under age 19
Witness Signature
Please Print Name of Witness