

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS 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!**

SIGNATURE OF PARTICIPANT

<b>Name</b>	Last	First	DD/MM/YYYY
<b>Address</b>	Street	City	Postal Code
<b>Names of Children Under 19</b>	1.	2.	3.

TO: WHISTLER WILDERNESS TOURS LTD., OUTDOOR ADVENTURES @ WHISTLER LTD., TAG ADVENTURE TOURS LTD., 0842663 BC LTD. and all related or associated companies and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns, and HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION: In this Release Agreement, the term "Snowmobiling" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: use or operation of snowmobiles; guided tours; hiking; sightseeing; travel to and from the trail head or marshalling areas; backcountry travel; orientation training and instructional courses; seminars and sessions; and all other activities, events and services provided by the Releasees.

**ACKNOWLEDGEMENT – SNOWMOBILING SAFETY**

I acknowledge that I have been advised to wear a helmet while Snowmobiling. The physical exertion required of Snowmobiling and the forces exerted on the body can activate or aggravate pre-existing physical injuries or conditions. I have been advised to obtain medical advice if I know or suspect that my physical condition may be incompatible with Snowmobiling. I acknowledge that participants must not be under the influence of drugs or alcohol while Snowmobiling.

**ASSUMPTION OF RISKS**

I am aware that Snowmobiling, whether as operator of the snowmobile or as a passenger, involves risks, dangers and hazards including, but not limited to: changing weather conditions and visibility; mechanical failure of the equipment; difficulty or inability to control one's speed, direction, stopping distances and turning radius; variation or steepness in terrain; loss of balance; overturning of the vehicles; variation or changes in the riding surface including holes, depressions, loose gravel, exposed rock, pavement, snow, ice, earth, mud pits and other natural objects; travel through or over streams, creeks, lakes, rivers and glaciers; collision with snowmobiles, snowcats or other vehicles, equipment, structures, objects or persons; collision with exposed rock, snow, ice, earth, trees, tree wells, tree stumps, forest deadfall or other natural or man-made objects; rockslides; avalanches; encounters with wildlife, including bears and cougars; travel on highways and backcountry roads; becoming lost or separated from the guides, instructors or other participants; slips and falls; failing to act safely or within one's own ability or stay within designated areas; negligence of other persons; negligent first aid; 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 THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING. The terrain used for Snowmobiling may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain which is sometimes used for Snowmobiling is 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 SNOWMOBILING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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

In consideration of my participation in Snowmobiling and my use of the services, equipment, vehicles, parking and other facilities, and for other good and valuable consideration, 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 Snowmobiling, 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**, 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 THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING REFERRED TO ABOVE;

- 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 Snowmobiling;
- 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;
- 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
- 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 the Province of British Columbia.

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 Snowmobiling, 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 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of witness
Print name of witness clearly

Signature of participant
Signature of parent or guardian if under 19 years
Print name clearly