RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")
BY SIGNING THIS RELEASE AGREEMENT 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!

I AGREE (Initial)

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN WILDERNESS ACTIVITIES FOR A PERIOD OF 6 MONTHS FROM THE DATE I SIGN IT. **I AGREE (Initial)**

Participant	LAST	FIRST	AGE
Address	STREET	CITY	PROVINCE/STATE
	COUNTRY	POSTAL/ZIP CODE	EMAIL

I CONFIRM THE ABOVE INFORMATION IS ACCURATE **(Initial)**

TO: Golden Alpine Holidays Inc., carrying on business as **Golden Alpine Holidays, Sunrise Lodge, Meadow Lodge, Vista Lodge, and Sentry Lodge, His Majesty the King in Right of British Columbia, Backcountry Lodges of BC Association,** and each of their respective directors, officers, employees, instructors, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors, assigns, and other guests and participants (all of whom are hereinafter collectively referred to as **"the Releasees"**)

DEFINITIONS

In this Release Agreement, the term **"Wilderness Activities"** shall include but is not limited to: hiking, trail running, nature study, snow sports, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, swimming, boating, canoeing, kayaking, rafting, paddling, motorized and non-motorized watersports, picnicking, and all other activities, services and use of facilities (including the lodge and all other buildings), whether provided, organized, authorized, or guided by the Releasees, the Participant or some other third party, including orientation, training and instructional sessions, classes, seminars and courses, transportation, accommodation, food and beverage, water supply, rescue and first aid services, rental or use of equipment, including paddle boards and PFDs, and all loading, unloading and travel by or movement around helicopters, other aircraft, horses and pack animals, all-terrain vehicles, watercraft, and other vehicles, and all other activities and services in any way connected with or related to Wilderness Activities.

The term "**negligence**" includes, for guided Wilderness Activities, the failure by the Releasees to use such care as a reasonably prudent and careful guide would use under similar circumstances, or breach of any other duty of care imposed by law. The term "**Summer**" includes all the spring, summer and fall seasons.

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

I am aware that participating in Wilderness Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for some Wilderness Activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the terrain or current weather conditions are safe for use or travel. The terrain used for many Wilderness Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. The risks, dangers, and hazards of participating in Wilderness Activities may include, but are not limited to: avalanches; uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; snow cornices; crevasses; cliffs; falling trees; creek or river crossings; rock slides; cold water; high winds; lightning; loose or unstable rock, boulders, ice, snow, roots and fallen logs, gravel, unstable ground, and other obstacles or hazards; steep slopes; forest fires; slippery and difficult ground and travel conditions; hypothermia; snow immersion; effects of high altitude including pulmonary edema and cerebral edema; strong currents; drowning; variable or unknown water depths; falling from or being thrown from a watercraft, bike, horse, or vehicle; equipment failure; entrapment under a watercraft; extreme and rapidly changing weather; extreme variation in terrain; impact or collision with other persons, bikes, vehicles or objects; loss of balance or control; slips trips and falls; falls from heights; extreme and rapidly changing weather; encounters with dangerous flora or fauna; over-exposure to the sun; lack of fitness; food poisoning; allergic reaction; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; encounters with domestic and wild animals; becoming lost or separated from one's party or guide; witnessing or being involved in a traumatic or upsetting event; failure to act safely within one's own ability; negligence, inattention, inexperience or physical aggression of other persons, including other guests and participants; negligent first aid or rescue; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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.**

The added risks of travel by helicopter during Wilderness Activities include travel over mountainous or alpine terrain; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error.

Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available.

Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by foot, helicopter or other means hazardous and unpredictable.

PERSONAL FLOATATION DEVICE ("PFD")

PFD's are provided with each paddleboard. I understand that it is strongly recommended that all persons wear a PFD when paddleboarding. I am familiar with the proper fit and use of a PFD.

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.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WILDERNESS ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN WILDERNESS ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS. **I AGREE (Initial)**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Wilderness Activities, which includes permitting my use of the lodge, equipment, transportation, and other facilities (hereinafter referred to as the "Facilities"), 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Wilderness Activities, including use of the Facilities, **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 INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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;** **I AGREE (Initial)** _____
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 British Columbia and no other jurisdiction;
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; and
6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 participating in Wilderness Activities, other than what is set forth in this Release Agreement.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Wilderness Activities and I confirm I have reviewed and explained the risks, dangers, and hazards with the minor participant. I further agree it is my responsibility to supervise the minor's participation in Wilderness Activities.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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 AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated this _____ day of _____ 20_____

Signature of Participant (or parent/legal guardian if Participant is under 19)	Signature of Witness
Print Name of Participant (or parent/legal guardian if Participant is under 19)	Print Name of Witness