

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

LAST NAME FIRST INITIAL

MAIL ADDRESS

DATE OF BIRTH AGE CONTACT NUMBER

DEFINITIONS:

The term "ATV" shall include all activities, services & use of facilities either provided by or arranged by the Operators or in any way related to All Terrain Vehicles, but not limited to: orientation & instructional sessions; transportation; accommodation & recreational activities in addition to driving ATV's, loading, unloading & travel in or movement around ATV's and all driving & other activities in the alpine or wilderness areas.

The term "Negligence" means the failure of one or more of the Operators to take proper care for your safety while on an ATV tour

ASSUMPTION OF RISKS

I am aware that the use of personal motorized ATV's involves certain risks, dangers and hazards, which include (but are not limited to) the following:

- (a) **Avalanche:** Avalanches frequently occur, sometimes caused by natural forces, and other times by other ATV's; skiers, snowmobilers, land slides, falling debris, such as rocks, wood other ATV's or mechanical devices.
- (b) **Natural Hazards:** The terrain over which I will travel has many hidden and unforeseen natural dangers, such as trees, tree wells and tree stumps, creeks, rocks, forest deadfall, depressions, crevasses, cliffs and water ruts. Wild Animals such as Cougars, Grizzly Bears, Black Bears, Elk, Moose or any wild or domestic animal;
- (c) **Man-made Hazards:** The terrain over which I will travel may also contain man-made hazards and risks, such as fences, mine shafts, logging debris, logging equipment, artificial road barriers, water bars, as well as other motorized ATV's, motorbikes or vehicles;
- (d) **Lost:** ATV's may become lost or separated from their ATV party or guide. Communications in the terrain over which I will be driving will be difficult and in the event of an accident, rescue and/or medical treatment may be seriously delayed, or not available. Weather conditions may be extreme, and capable of changing rapidly, without notice, making travel hazardous;
- (e) **Negligence:** I understand death or injury may result from negligence of other All Terrain Vehicle operators or from negligence on the part of the Operators or their guides or employees.
- (f) **Passengers:** have an increased risk of bodily harm and or death.

I acknowledge and accept that the Operators and their staff may fail to predict whether the terrain over which I will travel is safe for ATVing, or may fail to predict or identify the presence of any of the natural or man-made hazards identified above. I am now aware of the risks, dangers and hazards associated with wilderness ATV touring 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.

PARTICIPANTS INITIALS: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the following, (all of whom are herein referred to as the "Operators") TOBY CREEK ADVENTURES LTD, HELI SPRINGS CHALETS INC, BARBRA BURKART, PANORAMA RESORT, A DIVISION OF IW RESORTS LIMITED PARTNERSHIP INC., PARADISE MOUNTAIN RESORTS LTD OR THEIR AFFILIATES, ANY BOOKING AGENCY, and their directors, officers, employees, guides and representatives, (All of whom are herein after collectively referred to as "the Releases") & HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter called the "PROVINCE") I hereby agree as follows:

- 1) To waive any & all claims that I have or may in the future have against THE OPERATORS & THE PROVINCE & their directors, officers, employees, guides, agents, independent contractors & representatives, (all of whom are hereinafter collectively referred to as the 'RELEASEES') arising out of any aspect of my participation in wilderness ATV touring;
- 2) To release the releases from any and all liability for any damage, injury or expense that I may suffer as a result of my use of or my presence on the ATV or facility 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. 1979,C.303 on the part of the releases;
- 3) **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 ATV touring, and
- 4) This agreement shall be in effect and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
- 5) This agreement shall be governed by and interpreted in accordance within the laws of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of wilderness ATV touring, other than what is set forth in this Agreement.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ATV TOURING 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.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.

SIGNATURE _____ Print name Guardian _____
or Signature of parent or Guardian (if participant is under 19 year sage)

WITNESS _____ Date Signed _____

This Agreement must be completed in full initialed dated _____