

STAY WILD BACKCOUNTRY SKILLS INC.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

STAY WILD BACKCOUNTRY SKILLS INC. PROGRAMS AND COURSES ARE OFTEN CONDUCTED IN MOUNTAINOUS OR BACKCOUNTRY TERRAIN. THESE COURSES INVOLVE RISKS, DANGERS AND HAZARDS IN ADDITION TO THOSE NORMALLY ASSOCIATED WITH BEING IN A MOUNTAIN ENVIRONMENT. ALL STAY WILD BACKCOUNTRY SKILLS INC. PROGRAM PARTICIPANTS ARE REQUIRED TO SIGN THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT.

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

Name	Last	First	Age	Date of Birth DD/MM/YYYY
Address	Street		City	Prov/State
				Postal Code

Names of children under 19 years old	Name 1:	Age:	Name 2:	Age:	Name 3:	Age:

TO: STAY WILD BACKCOUNTRY SKILLS INC., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, guides, agents, instructors, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the **"Releasees"**)

DEFINITIONS:

In this Release Agreement:

- a) The term **"MOUNTAIN TRAVEL"** shall include but is not limited to: skiing; snowboarding; ski touring; split boarding; snow shoeing; hiking and climbing; all travel by snowmobile; snowcat; motor vehicle; aircraft; helicopter and any and all other means of transport.
- b) the term **"STAY WILD BACKCOUNTRY SKILLS ACTIVITIES"** shall include all courses, workshops, camps, activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: use or operation of snowmobiles; snowmobile courses; avalanche training courses; guided tours; hiking; sightseeing; all travel to and from the trail head or marshalling areas; all mountain travel; orientation training and instructional courses; seminars and sessions; ski touring; split boarding; snow shoeing; children's camps; equipment rentals; equipment demos; and all other activities, events and services provided by the Releasees.

ACKNOWLEDGEMENT

I acknowledge that I have been advised to wear a helmet while snowmobiling, skiing, snowboarding, or when participating in any other Stay Wild Backcountry Skills Activities taking place in the mountains. I acknowledge that 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 participating in the Stay Wild Backcountry Skills Activities.

ASSUMPTION OF RISKS – SNOWMOBILING, AVALANCHES, BACKCOUNTRY MOUNTAIN TRAVEL ETC.

I am aware that participation in the Stay Wild Backcountry Skills Activities may take place in mountainous or backcountry terrain and involve various risks, dangers and hazards. I acknowledge and accept that the Stay Wild Backcountry Skills Inc. guides, instructors or employees may fail to predict whether the terrain is safe for travel or whether avalanches may occur. Further risks, dangers and hazards may include but are 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; rolling or flipping the snowmobiles; 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, other vehicles, equipment, structures or objects; 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 back-country roads; collision with other persons; becoming lost or separated from the guides, instructors or other participants; slips, trips and falls; negligent first aid; failing to act safely or within one’s own ability or stay within designated areas; 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE STAY WILD BACKCOUNTRY SKILLS ACTIVITIES.** The terrain used for the Stay Wild Backcountry Skills Activities may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain which is sometimes used for the Stay Wild Backcountry Skills Activities 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 THE STAY WILD BACKCOUNTRY SKILLS 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in the Stay Wild Backcountry Skills Activities and my use of the 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 the Stay Wild Backcountry Skills 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 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 THE STAY WILD BACKCOUNTRY SKILLS 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 the Stay Wild Backcountry Skills 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 Province of British Columbia and no other jurisdiction; and
- 5. 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 the Stay Wild Backcountry Skills Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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.

Signed this _____ day of _____, 20__

Signature of witness
Print name of witness clearly

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