

**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 BACKCOUNTRY SKILLS INC. PROGRAM PARTICIPANTS ARE REQUIRED TO SIGN THIS 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

TO: **STAY WILD BACKCOUNTRY SKILLS INC.** and its owners, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, sponsors, successors, assigns, representatives, shareholders, affiliates and subsidiaries (hereinafter "the Releasees").

Name	Last	First	Date of Birth	DD/MM/YYYY
Address	Street	City	Prov/State	Postal Code
Names of Children Under 19 years old	1.	2.	3.	

DEFINITION

In this Release Agreement the term "**BACKCOUNTRY SKILLS ACTIVITIES**" shall include all courses, seminars, workshops, activities, services and use of facilities provided, arranged, organized, conducted, sponsored or authorized by the Releasees including, but not limited to: classroom sessions; use or operation of snowmobiles; snowmobiling courses; avalanche training courses; guided tours; hiking; skiing; snowboarding; sightseeing; snow shoeing; mountaineering; trekking; glacier travel; equipment demonstrations; orientation, training and instructional courses, seminars and sessions; camping; children's camps; all travel in the backcountry; and all transportation by land, water or air or on public or private roads or highways in connection with the activities, events, and services provided by the Releasees.

RENTAL AGREEMENT

I accept full responsibility for the care of the equipment rented and/or provided to me by the Releasees (the "**EQUIPMENT**") and I agree to pay for any damage to the Equipment and replace at full retail value any equipment not returned by the agreed date. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of Equipment.

ACKNOWLEDGEMENT

I acknowledge that I have been advised to wear a helmet while participating in the Backcountry Skills Activities. I acknowledge that the physical exertion required of snowmobiling and other Backcountry Skills Activities and the forces exerted on the body while participating in snowmobiling and other Backcountry Skills Activities 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 the Backcountry Skills Activities. I acknowledge that participants must not be under the influence of drugs or alcohol while participating in the Backcountry Skills Activities.

ASSUMPTION OF RISKS – BACKCOUNTRY SKILLS ACTIVITIES, AVALANCHES, WEATHER, ETC.

I am aware that my participation in the Backcountry Skills Activities may take place in uncontrolled and uninspected mountainous or backcountry terrain and may involve various risks, dangers and hazards, which may be unmarked. I acknowledge and accept that my instructor and other Releasees may fail to predict whether the terrain is safe for travel or whether avalanches may occur. Further risks, dangers or hazards may include but are not limited to: slips trips and falls; ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks and boulders; forest deadfall; holes and depressions on or beneath the snow surface; cliffs; variable and difficult snow conditions; crevasses; snow immersion; winter travel on highways and backcountry roads; snowcat roads and road banks, fences, and other man-made structures; becoming lost or separated from the instructors, guides, other Releasees, and other participants in the Backcountry Skills Activities; extreme and rapidly changing weather conditions; observing or participating in snow control programs; encounters with hunters or domestic or wild animals, including bears and cougars; negligence of other persons; mechanical failure of the Equipment; mechanical failure of snowmobiles, snowcats and related equipment; impact or collision with other persons or snowmobiles, snowcats and other vehicles; failure to operate a snowmobile, snowcat or other vehicle safely or within one's own ability; failure to control the speed or direction, stopping distances and turning radius of snowmobiles, snowcats and other vehicles; rolling or flipping snowmobiles, snowcats and other vehicles; loss of balance; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; changes or variation in the terrain used for Backcountry Skills Activities which may create blind spots or areas of reduced visibility **AND NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE BACKCOUNTRY SKILLS ACTIVITIES.** Communication in remote 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.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE 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 being permitted to participate in the Backcountry Skills Activities and/or my rental of the Equipment, and my use of the related services, 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 arising out of any aspect of my participation in the Backcountry Skills Activities and/or my use of the Equipment 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 during my participation in the Backcountry Skills Activities or as a result of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE 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 Backcountry Skills Activities and/or my use of the Equipment;
- 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; 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.

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 Backcountry Skills Activities or the Equipment, 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.

Signature of Participant

Date

Signature of Witness

Name of Witness (please print)

Signature of Parent or Guardian (if Participant under age 19)

Name of Parent or Guardian