

ADVENTURE ACTIVITIES

**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

INITIAL

First Name:	Last Name:	Middle Initial:	Age:
Address:	City:	Prov/State:	Zip / Postal:
Country:	Tel # :	Driver's License Origin :	
Whistler Hotel/Residence:	Email:		

List Minors 18 and under

1. Name:	Age:	2. Name:	Age:
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TO: Canadian Wilderness Adventures Ltd. carrying on business as Canadian Snowmobile Adventures, Canadian All Terrain Adventures, Canadian Snowshoe Adventures, Canadian Mountain Productions and Canadian Dogsled Adventures (the Operators); Trappers Run Dogsled Adventures Inc., Vail Resorts, Inc., The Vail Corporation, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, His Majesty The King In Right Of The Province Of British Columbia and all tour operators who provide or make available facilities, premises or services for the Operators, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively referred to as "the RELEASEES").

DEFINITIONS

In this Release Agreement, the term "adventure activities" shall include all activities, rentals, events or services provided, arranged, organized, conducted, sponsored, taught or authorized by the OPERATORS and shall include, but is not limited to: use or operation of all terrain vehicles, snowmobiles, snowcats, snowbikes, and 4x4 vehicles; Helicopter tours; hiking; sightseeing; snowshoeing; dog-sledding; dog-karting; sleigh rides; motor vessel (boat) – kayak, canoe; horseback riding; ski or snowboard touring; hiking; tobogganing; mountain biking, electric mountain bikes "e-bikes"; archery; axe throwing; pellet gun shooting; rappelling (abseiling); use of the zipline and flying fox; demonstrations and events; use of hot tub and or sauna (included in certain programs); travel to and from the trail head or marshalling areas; mountain services, backcountry travel, activities occurring in or around backcountry terrain or off designated paths, trails, ski hills and/or ski runs, orientation and instructional courses, seminars and sessions; and all such other activities, events and services or any combination of the adventure activities conducted on a single day or multiple days, provided by THE OPERATORS.

INITIAL

ACKNOWLEDGMENT – SAFETY

An approved helmet must be worn while participating in certain adventure activities as advised by the operators. I will wear any safety equipment suggested by the Releasees and I will be wholly and solely liable for any injury, damages and/or expenses that are caused, contributed to or are in any way related to my failure to wear, or properly wear and safety equipment required for the adventure activities. The physical exertion required of adventure activities 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 adventure activities.

ASSUMPTION OF RISKS

I am aware that adventure activities involve 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; rolling or flipping 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 lift towers, fences, snow grooming or snowmaking equipment, snowmobiles, snowcats, or 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; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; travel on highways and backcountry roads; collision with persons or vehicles; becoming lost or separated from the guides, instructors or other participants; slips and falls in or around hot tubs; swimming, drowning, hypothermia, slipping on or around boat surfaces or docks, 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, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. The terrain used for adventure activities may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain which is sometimes used for adventure activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

ALCOHOL AND ILLEGAL SUBSTANCES

The undersigned hereby agrees that alcohol and drugs will impair judgment and reduce my ability to effectively manage the risks of engaging in or in any way participating in the adventure activities. Therefore, ALCOHOL is not permitted by the Operators to be consumed either prior to or during the adventure activities unless it is alcohol that is offered and served by the Operators during adventure activities. DRUGS are NOT permitted by the Operators to be consumed either prior to or during the adventure activities. Furthermore in case of NEGLIGENCE and alcohol/drug consumption, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE OPERATORS, the undersigned assumes full responsibility. The undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless the Operators from any and all liability of any nature for any and all injury or damage arising from or in any way connected to my alcohol and or drug consumption prior to or during the adventure activities. The undersigned warrants that he/she is fully aware that he/she is WAIVING ANY RIGHT he/she may have to bring a legal action to assert a claim against the Operators for personal negligence and/or any of the Operators' negligence.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES 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 THE RELEASEES allowing me to participate in adventure activities and permitting my use of their property, trails, terrain parks, equipment and other facilities (the "facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 adventure 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE AND INCLUDING MY DRUG AND/OR ALCOHOL USE PRIOR TO OR DURING THE ACTIVITY WHICH I ACKNOWLEDGE IS EXPRESSLY FORBIDDEN BY THE OPERATORS;

INITIAL

- 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 or in any way connected to my participation, involvement or inquiries regarding the adventure activities;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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.

Releasees with respect to the safety of adventure activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20 ____

CWA Witness sign & print name:

Sign: _____ Print: _____

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED AND SIGNED, AND WITNESSED BY US PRIOR TO PARTICIPATING WITH US

Signature of participant
Print Name
Signature of parent or guardian if 18 and under

COMPULSORY COLLISION COVERAGE

Canadian Wilderness Adventures Ltd requires that the compulsory zero deductible collision coverage & fuel surcharge be purchased by each driver.

\$35 + GST per ATV/Snowmobile driver, per tour with the exception of Powder Hound and Bralorne or Bust tours at \$45 + GST per driver, per tour.
\$45 + GST per Buggy driver, per tour.

- Collision coverage for off road vehicles is not covered by credit card companies.
- This payment is for collision incidents or occurrences and is not a personal injury insurance policy.
- Collision coverage is null and void if the participants are discovered to be under the influence of alcohol or drugs.
- Collision coverage is null and void if the participants are blatantly disrespectful of equipment or guides instructions.

I _____ understand that if any of the above policies are broken, I will be personally responsible for the cost of any damages rendered to my machine

Signature of Participant

Not driving

Signature of Participant