

**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 18 months from the date I sign this Release Agreement, including all wilderness activities booked, scheduled, and rescheduled both before and after the date of signing.**

I AGREE (Initial)

**I confirm: (i) I am the person listed as the Participant below, I am at least 18 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed as Participant and I am authorized to complete this Release Agreement on their behalf. I understand that White Grizzly Adventures Ltd. is relying on this confirmation, and my accurate completion of this Release Agreement, in agreeing to allow me to participate in wilderness activities.**

I AGREE (Initial)

**TO: WHITE GRIZZLY ADVENTURES LTD., o/a White Grizzly and Kootenay Backcountry Guides, JUDSON WRIGHT, o/a Kootenay Backcountry Guides, WHITEWATER SKI RESORT LTD., KNEE DEEP DEVELOPMENTS CORPORATION, 1054686 ALBERTA LTD., HELICAT CANADA ASSOCIATION, ASSOCIATION OF CANADIAN MOUNTAIN GUIDES, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, HIS MAJESTY THE KING IN RIGHT OF CANADA, and each of their respective directors, officers, employees, guides, agents, independent contractors, contractors, subcontractors, representatives, successors, assigns, 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 all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: alpine skiing, snowboarding, Nordic skiing, telemark skiing, split boarding, touring, mountaineering, expeditions, trekking, glacier travel, rock climbing, ice climbing, snowmobiling, hiking, snowshoeing, and other forms of backcountry travel; rental or use of skis, snowboards, avalanche safety equipment, and other equipment; demonstrations; orientation and instructional courses; avalanche training; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, ski lifts and gondolas, and motor vehicles; and all other activities, events and services in any way connected with or related to wilderness activities.

**AVALANCHE AIRBAG SYSTEM**

The Avalanche Airbag System ("AAS") consists of a backpack integrating an airbag system which is inflated by manually pulling an activation handle. Once inflated, an AAS may assist in keeping a person caught in an avalanche closer to the surface, thus potentially increasing the chances of survival. The AAS may not always inflate and may not protect the user against trauma during an avalanche.

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

I am aware that participation in wilderness activities involves risks, dangers and hazards. Avalanches occur frequently in the terrain used for 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 is safe for wilderness activities or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; ice caves; trees, tree wells and tree stumps; open water and creeks; rocks; boulders; rockfall; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; snowcat roads, resource roads, sled tracks, and road banks, fences, and other man-made structures; access to snowcat and helicopter pick up, drop off, and landing zones; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; equipment failure, including equipment associated with avalanche risk, and climbing, repelling, and belaying; loss of balance or control; hypothermia and hyperthermia; snow immersion; extreme variations in terrain and trails; slips, trips and falls; becoming lost or separated from one's party or guide; incomplete warnings or instructions; effects of high altitude including pulmonary edema and cerebral edema; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; negligent first aid or rescue services; transportation accidents; negligence of other persons, including other guests; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** The added risks of travel by helicopter to wilderness activities locations include travel over mountainous or alpine environment; 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, snowcat or snowmobile hazardous.

**NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK**

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

**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.

<b>I AM AWARE OF ALL THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH 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 IN SPITE OF THE RISKS.</b>	<b>I AGREE (Initial)</b>
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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **THE RELEASEES** allowing me to participate in wilderness activities, I hereby agree as follows:

<b>1. TO WAIVE ANY AND ALL CLAIMS</b> that I have or may in the future have against <b>THE RELEASEES</b> and <b>TO RELEASE THE RELEASEES</b> 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 wilderness activities, <b>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.</b> 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 WILDERNESS ACTIVITIES;
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I AGREE (Initial)
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- 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; 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.
- 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 Participant and Releasees' 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 wilderness activities, other than what is set forth in this Release Agreement.

<b>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.</b>
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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**PRINT NAME OF PARTICIPANT**  
(or parent/legal guardian if under 18)

\_\_\_\_\_  
**SIGNATURE OF PARTICIPANT**  
(or parent/legal guardian if under 18)

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