

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

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

PLEASE READ CAREFULLY!

Signature of Participant

Name	Last	First	Middle Initial/s
Address	Street		
	City	Prov/State	Postal/Zip Code
Mobile/Cell#		Emergency Contact#	Home#
Date of Birth	Day Month Year	Age	Driver's License
Email	Please email me YES NO		

TO: Golden Snowmobile Rentals Ltd., Snowpeak Rentals Ltd., Mountain Motorsports Inc., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

DEFINITION

In this Agreement, the term **"wilderness activities"** shall include but is not limited to: alpine/telemark skiing, snowboarding, touring, **snowmobiling**, and all activities, services, equipment and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, and all travel by or movement around snowmobiles or other vehicles.

The term **snowmobiling** shall apply to anyone using a snowmobile, owned by themselves, or by the Releasees, or another person, or a business renting snowmobiles, and shall include all activities, services, equipment and use of facilities either provided by or arranged by the Releasees or in any way related to snowmobiling including, but not limited to: guided tours, orientation and instructional sessions, avalanche equipment, transportation; accommodation and recreational activities in addition to snowmobiling, loading, unloading and travel in or movement around snowmobiles and other vehicles

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in wilderness activities, involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons traveling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe 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, trees, tree wells, tree stumps; forest dead fall, creeks, rocks, rock fall; boulders, holes and depressions on or below the snow surface; variable and difficult snow conditions; equipment failure; encounters with domestic and wild animals; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the alpine 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. Alpine weather conditions may be extreme and can change rapidly and without warning.

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

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 & machine recovery will be my responsibility and will not be covered by the Releasees.

I agree to not use any equipment or participate in any tour under the influence of alcohol, drugs or medication, extreme fatigue or jet-lag and cause no willful damage.

I agree to adhere to safety procedures and other rules as stipulated by the Releasees, and absolve them of any responsibility for my personal actions

Initial

Initial

Initial

PLEASE FLIP OVER & SIGN THE BACK OF THIS PAGE AS WELL!!

I further warrant that I consider my health and fitness level appropriate for participation in backcountry activities and I agree that I am solely responsible for supplying safe and appropriate personal clothing and equipment for outdoor use in the prevailing season. I understand that the Releasees make no warranty, guarantee or representation to me with respect to the safety or appropriateness of the clothing and equipment that I have chosen to use in the wilderness activities."

Initial

NOTICE TO SELF-GUIDED PARTIES (Please initial box after reading)

1. All wilderness activities with The Releasees will be entirely self-guided. The Releasees will not provide professional guiding services.

Initial

2. By not using the services of a professional mountain guide, the risks, dangers and hazards of wilderness activities may be increased.

Initial

3. Self-guided parties must have experience in backcountry alpine travel in mountainous, avalanche-prone and glaciated terrain. It is the self-guided party's responsibility to learn about the terrain in Golden, BC and surrounding area and to ensure that all members of the self-guided party are capable of backcountry travel in such terrain.

Initial

4. Self-guided parties must be completely self-sufficient and be capable and experienced in alpine route finding, snow stability evaluation, avalanche rescue, and wilderness first aid.

Initial

5. Self-guided parties are responsible for conducting their own avalanche transceiver practice sessions with their own or rental equipment, and ensuring that all members of the party are capable and experienced in avalanche rescue.

Initial

6. All self-guided parties are recommended to have the following equipment and be experienced in its use: • Avalanche transceivers • Avalanche shovels • Avalanche probes

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Agreement, 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 wilderness 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 FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;

Signature of Participant

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 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 Agreement and any rights, duties and obligations as between the parties to this 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 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 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 Agreement.

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.

Witness Signature

Participants Signature

Witness Printed Name

Participants Printed Name

Signature of parent or guardian if under 19 years old