

Snowpeak Rentals – TOUR AND RENTAL

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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

TO: Golden Snowmobile Rentals Ltd., Snowpeak Rentals Ltd., Mountain Motorsports Inc., 1165717 B.C. LTD. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Name	Last	First	Date of Birth (DD/MM/YY)	Date (DD/MM/YYYY)
Address	Street	City	Prov/State	Postal Code
Driver's License or ID Card Number	Issuing Province or State	Telephone Number	E-Mail	

DEFINITION: In this Release Agreement, the term "**Wilderness Activities**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: use or operation of snowmobiles; being a passenger on a snowmobile; guided tours; hiking; skiing; snowboarding; sightseeing; travel to and from the trail head or marshalling areas; backcountry travel; orientation; training and instructional courses; and all other activities, events and services provided by the Releasees.

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment as set out in the attached list (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.
2. 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 the Equipment.

ACKNOWLEDGEMENT – SAFETY, EVACUATION AND RESCUES

The physical exertion required and the forces exerted on the body while engaging in the Wilderness 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 Wilderness Activities. I acknowledge that I must not be under the influence of drugs or alcohol while participating in the Wilderness Activities. Communication in the terrain used for the Wilderness Activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and not covered by the Releasees.

ASSUMPTION OF RISKS – HELMET

I acknowledge that I have been advised to wear a helmet while participating in the Wilderness Activities and during my use of the Equipment. I understand that a helmet designed for the Wilderness Activities may reduce the risk of some types of head injuries. I recognize that serious head injury can occur even when a helmet is worn.

ASSUMPTION OF RISKS

The terrain used for the Wilderness Activities may be uncontrolled and not inspected, and hazards may be unmarked. Backcountry weather conditions may be extreme and change rapidly and without warning. Avalanches occur frequently in the terrain used for the Wilderness Activities and may be caused by natural forces or persons travelling through the terrain. I am aware that the Wilderness Activities involve risks, dangers and hazards including, but not limited to: avalanches; changing weather conditions and visibility; mechanical failure of the Equipment; failing to use the Equipment safely or within one's own ability; failure to control the snowmobile's speed or direction, stopping distances and turning radius; loss of balance; loss of control of the snowmobiles; rolling over or flipping the snowmobiles; changes or variation in the terrain used for the Wilderness Activities which may create blind spots or areas of reduced visibility; collision with other vehicles, equipment, structures, objects or persons; collision with exposed rock, snow, ice, earth, trees, tree wells, tree stumps, forest deadfall or other natural or man-made objects; encounters with wildlife, including bears and cougars; travel on back-country roads and trails; becoming lost or separated from the guides, instructors or other participants; slips, trips and falls; failing to act safely or within one's own ability while participating in the Wilderness Activities; failing to remain within designated areas; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; negligent first aid; 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 THE WILDERNESS ACTIVITIES.**

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INITIAL

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE WILDERNESS ACTIVITIES AND/OR MY USE OF THE EQUIPMENT 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 Wilderness Activities and my rental and use of the Equipment, services, parking and other facilities, and for other good and valuable consideration, I hereby agree as follows:

1. I AGREE 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, resulting from or arising out of any aspect of my participation in the Wilderness Activities and/or my use of the Equipment **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, RSBC 1996, c.337 ON THE PART OF THE RELEASEES**, in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment. 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 WILDERNESS ACTIVITIES REFERRED TO ABOVE.

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 Wilderness 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 my participation in the Wilderness Activities and my use of the Equipment, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ 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 under 19 years

Print name of participant clearly