

GOLDEN SNOWMOBILE RENTALS - RENTALS

**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 | |
| Emergency Contact Name: | Last | First | Emergency Contact Number | |

RENTAL AGREEMENT

- 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.
- 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 RESCUE

The physical exertion required and the forces exerted on the body while using the Equipment 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 my use of the Equipment. I acknowledge that I must not be under the influence of drugs or alcohol while using the Equipment. Communication in backcountry terrain 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.

ACKNOWLEDGEMENT – HELMET

I acknowledge that I have been advised to wear a helmet while using the Equipment. I understand that a helmet designed for use by operators of vehicles, including sleds and snowmobiles, 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

I am aware that my use of the Equipment involves risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment; failing to use the Equipment safely or within one's own ability; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; 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 USE OF THE EQUIPMENT.**

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

- 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 use of the Equipment;
- 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;
- 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
- 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 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 clearly |