

Totally Awesome Adventures Inc.

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

INITIAL

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PLEASE PRINT

LAST NAME		FIRST NAME		INITIAL
STREET ADDRESS			CITY	PROV/STATE
COUNTRY	POSTAL/ZIP CODE	DATE OF BIRTH		AGE
Email address		Phone #		Driver License Origin

TO: Totally Awesome Adventures Inc., The Pemberton Group and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, representatives, successors and assigns
(Hereinafter referred to as **“THE OPERATORS”**)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as **“THE PROVINCE”**)

Definitions – In this agreement, the term “Adventure Activities” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the operators and shall include but is not limited to: use or operation of snowmobiles, snowcats, helicopters, airplanes, 4X4 vehicles; snowmobiling, skiing, snowboarding, fishing, hiking, horseback riding; travel to or from the trailhead or marshaling areas; backcountry travel and other such activities, events courses and services and any way connected with or related to THE OPERATORS

ACKNOWLEDGMENT – SAFETY I acknowledge that I am required to wear an approved helmet while participating in certain adventure. I am aware that there are guides instructors or staff available to answer any question that I may have in the proper use of the equipment. I am aware that the physical exertion required of adventure activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with adventure activities

ASSUMPTION OF RISKS – AVALANCHES, MOUNTAIN TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC. I am aware that adventure activities involves risks, dangers, and hazards in addition to those normally associated with backcountry travel. Avalanches occur frequently in the mountain terrain used for adventure activities and may be caused by natural forces or human triggered. I acknowledge and accept that the Operators and their staff may fail to predict whether the mountain terrain is safe for adventure activities or whether an avalanche may occur. The mountain terrain used for adventure 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: ice and snow cornices; trees, tree wells and tree stumps; moose, bear, cougars or other animals; creeks; rocks; boulders; forest deadfall, holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads and road banks; fences, gates, support wires, and other man made structures; impact or collision with other snowmobilers or other backcountry users; the failure to snowmobile safely or within one's own ability or within designated areas; negligence of other snowmobilers or other backcountry users; and **NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.** Guests may become lost or separated from their party or guide. Communication in mountain terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Mountain weather conditions may be extreme and can change rapidly and without warning making travel by snowmobile, helicopter or snowcat hazardous.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of THE OPERATORS and THE PROVINCE allowing me to participate in adventure activities, 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 have in the future against **THE OPERATORS and THE PROVINCE** and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 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 snowmobiling. **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 SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF SNOWMOBILING 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 snowmobiling;
3. That 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 in to this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of snowmobiling, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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.

Signed this _____ day of _____

Signature of snowmobiler

Witness

Print name clearly

This agreement must be completed in full, initialed, dated, and witnessed by us prior to snowmobiling with us