

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 PARTICIPATION IN WILDERNESS
ACTIVITIES FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE I SIGN IT WITHOUT THE NEED FOR
ME TO SIGN ANOTHER RELEASE AGREEMENT, INCLUDING ALL WILDERNESS ACTIVITIES BOOKED,
SCHEDULED, AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING.

I AGREE
(Initial)

Each adult must do their own Release Agreement.

Participant	LAST		FIRST		AGE
Address	STREET			CITY	PROVINCE/STATE
	COUNTRY	POSTAL/ZIP CODE	EMAIL		

TO: KOOTENAY MOUNTAIN HOLIDAYS INC., doing business as Carlyle Lodge, PURCELL HELICOPTERS LTD., VILLAGE OF KASLO, HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA, BACKCOUNTRY LODGES OF BC ASSOCIATION, and all other individuals and entities that provide helicopter transportation and any other services as part of Wilderness Activities and each of their respective directors, officers, employees, instructors, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors, and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITIONS

In this Release Agreement, the term "Wilderness Activities" shall include but is not limited to: hiking, trail running, nature study, snow sports, touring, mountaineering, rock climbing, expeditions, trekking, mountain biking, horseback riding, swimming, boating, fishing, non-motorized watersports, yoga, and picnicking, whether provided, organized, authorized, or guided by the Releasees, the Participant or some other third party, and all other activities, services and use of facilities (including the lodge, sauna and all other buildings), either provided, organized, authorized or arranged by the Releasees, the Participants or some other third party, including orientation, training and instructional sessions, classes, seminars and courses, transportation, accommodation, food and beverage, water supply, rescue and first aid services, rental or use of equipment, and all loading, unloading and travel by or movement around helicopters, other aircraft, horses and pack animals, all-terrain vehicles, watercraft, and other vehicles, and all other activities and services in any way connected with or related to Wilderness Activities.

The term "negligence" includes, for guided Wilderness Activities, the failure by the Releasees to use such care as a reasonably prudent and careful guide would use under similar circumstances, or breach of any other duty of care imposed by law. The term "Summer" includes all the spring, summer and fall seasons.

NOTICE – NO GUIDING SERVICES PROVIDED

I understand and agree with the following points 1 through 7 shall apply unless I have engaged Carlyle Lodge in writing to provide guiding services:

1. The Releasees do not provide any guiding services on this trip. I am using the lodge as a base to engage in activities at my own risk.
2. I am not, and will not be, relying on any oral or written representations or statements made by the Releasees about the condition or suitability of any terrain for Wilderness Activities, including any wildlife risk or avalanche risk, or whether any terrain is safe for use.
3. I may elect to engage my own professional mountain guide. I understand that if I elect not to use the services of a professional mountain guide, the risks, dangers and hazards of Wilderness Activities may be increased. If I, or my party, engages a guide other than through Carlyle Lodge, I am solely responsible for the selection of the guide and I am not relying on any oral or written representations or statements made by the Releasees about any guide. I agree that the Releases rental of the accommodations used for Wilderness Activities to a guide is not an endorsement of such guide's ability or training and the Releases are not responsible for the acts or omissions of such guide in any way.
4. All participants in Wilderness Activities must have experience in backcountry alpine travel in mountainous terrain. It is my responsibility to learn about the nature and degree of challenge of the terrain I have selected and to ensure that all members of my party are capable of backcountry travel in such terrain.
5. I and all members of my group must be completely self-sufficient and capable and experienced in, and are solely responsible for, alpine route finding and wilderness first aid, and if I am travelling later in the Summer season when there is a risk of snow, snow stability evaluation and avalanche rescue.
6. I and all members of my party must have the following equipment and be experienced in its use (i) First aid equipment; and (ii) emergency communication equipment.
7. It is my sole responsibility to ensure I comply with the above requirements, and I understand and agree the Releasees do not review or evaluate my, or my parties', abilities or preparedness to participate in Wilderness Activities.

I HAVE READ AND AGREE WITH THE ABOVE.

I AGREE (Initial)

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.

ASSUMPTION OF RISKS – UNSTABLE SLOPES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.

I am aware that participating in Wilderness Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for some 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 or current weather conditions are safe for use or travel. The terrain used for many Wilderness Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. The risks, dangers, and hazards of participating in Wilderness Activities may include, but are not limited to: avalanches; uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; snow cornices; crevasses; cliffs; falling trees; creek or river crossings; rock slides; cold water; high winds; lightning; loose or unstable rock, boulders, ice, snow, roots and fallen logs, gravel, unstable ground, and other obstacles or hazards; steep slopes; forest fires; slippery and difficult ground and travel conditions; hypothermia; snow immersion; effects of high altitude including pulmonary edema and cerebral edema; falling from or being thrown from a watercraft, bike, horse, or vehicle; equipment failure; extreme and rapidly changing weather; extreme variation in terrain; impact or collision with other persons, bikes, animals, equipment, vehicles or objects; loss of balance or control; slips trips and falls; falls from heights; extreme and rapidly changing weather; encounters with dangerous flora or fauna; over-exposure to the sun; lack of fitness; food poisoning; allergic reaction; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; encounters with domestic and wild animals; becoming lost or separated from one's party or guide; witnessing or being involved in a traumatic or upsetting event; failure to act safely within one's own ability; burns from sauna, stove, or other hot equipment; strong currents; drowning; variable or unknown water depths; entrapment under a watercraft; contact with or impaling on hooks or fragments from fishing rods or other objects; negligence, inattention, inexperience, or physical aggression of other persons, including other guests and participants; negligent first aid or rescue; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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.** The added risks of travel by helicopter during Wilderness Activities include travel over mountainous or alpine terrain; 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 or medical emergency, 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 and unpredictable.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN 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 DESPITE THE RISKS.	I AGREE (Initial)
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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, which includes permitting my use of the lodge, equipment, transportation, and other facilities (hereinafter referred to as the "Facilities"), 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Wilderness Activities, including use of the Facilities, 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. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR	I AGREE (Initial)
WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;	
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;	
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; and	
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 parties' 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 participating in Wilderness Activities, other than what is set forth in this Release Agreement.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Wilderness Activities and I confirm I have reviewed the risks, dangers, and hazards with the minor participant. I further agree it is my responsibility to supervise the minor's participation in Wilderness Activities.

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, INCLUDING THE RIGHT TO SUE. 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.
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Dated this _____ day of _____ 20____

Print Name of Participant(s) (can include minors under 19 living at same address listed above)*.	Age	Signature of Adult Participant or Parent/Legal Guardian	Print Name of Parent/Legal Guardian
Participant above:			
Minor:			
Minor:			
Minor			
Signature of Witness:		Print Name of Witness:	

*Each adult must do their own Release Agreement.