

Guided Tours

**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
E-mail		Telephone Work	Home
Date of Birth	Day	Month	Year
		Age	Driver's License
Rental Date/s	Day	Month	Year

TO: Golden Snowmobile Rentals Ltd., 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 skiing, telemark skiing, snowboarding, touring, **snowmobiling**, and all activities, services 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 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, 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 will be my responsibility and will not be covered by the Releasees.

Initial

Golden Snowmobile Rentals Ltd., has a zero tolerance policy for alcohol and drugs before or during the duration of your rental. The operator must have a valid unrestricted drivers license.

Initial

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

I further warrant that I consider my health and fitness level appropriate for participation in snowmobiling 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

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
Witness Printed Name

Participants Signature
Participants Printed Name
Date
Signature of Parent or Guardian if under age of 19