

SCHEDULE B-1 RELEASE AGREEMENT

THIS IS A LEGAL AGREEMENT. BY SIGNING THIS RELEASE AGREEMENT, YOU ARE INDICATING THAT YOU HAVE READ AND ACCEPT THIS CONTRACTUAL AGREEMENT AND THAT YOU UNDERSTAND YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION (INCLUDING YOUR MINOR CHILD/WARD'S RIGHT TO SUE OR CLAIM COMPENSATION) FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

RE: **SOOKE ATV CLUB** (the "**Licensee**") and all activities in any way associated with the Licensee's use of the Lands or Roads, including but not limited to orientation and instruction sessions; travel by foot, bicycle, motor vehicle, all terrain vehicle, or any other means within and beyond designated boundaries, if any; and any ancillary recreational activities (the "**Activities**")

NAME OF
PARTICIPANT: _____ DATE OF BIRTH: _____
ADDRESS: _____

TO: ISLAND TIMBERLANDS LIMITED PARTNERSHIP and TIMBERWEST FOREST COMPANY (collectively, the "**Licensor**"), and their related companies, partners, directors, officers, employees, representatives, licensees, permittees, invitees, contractors, subcontractors, agents and affiliates, including without limitation MOSAIC FOREST MANAGEMENT CORPORATION (collectively and with the Licensor, the "**Releasees**").

I am of the full age of 19 years or am the parent/legal guardian having full legal responsibility for decisions regarding my minor child/ward under the age of 19 and I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, and I am aware that by signing this Release Agreement, I am irrevocably and forever waiving certain legal rights which I, my minor child/ward, and my or my minor child/ward's invitees, heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, the "**Releasors**") may have against the Releasees.

I am aware and understand that:

- participating in the Activities has inherent dangers, including risk of physical injury up to and including death;
- the lands on which I am entering for the Activities (the "**Lands**") are owned by the Licensor and may be accessed by private industrial roads (the "**Roads**") which Lands and Roads the Licensor owns or has the right to use;
- the Lands and Roads are used by the Licensor for logging and logging related activities;
- the Lands and Roads are used by oversized loaded and unloaded logging trucks as well as other forest industry vehicles and equipment of every nature and kind ("**Industrial Vehicles**"); and
- the Industrial Vehicles have priority of use and right of way on the Lands and Roads.

On behalf of myself and my minor child/ward, if applicable, I freely acknowledge, accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from me or my minor child/ward's participation in the Activities or resulting from being on the Lands and/or Roads.

MINOR PARTICIPANT

In consideration for allowing my minor child/ward to participate in the Activities, I hereby warrant and agree as follows:

1. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in the Activities and use of the Lands and the Roads;
2. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in the Activities, and that her/his equipment, if applicable, is mechanically fit for their use;
3. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times sole responsibility for the personal safety of my minor child/ward remains with me;

4. I will advise my minor child/ward to immediately remove themselves from participation, and notify the nearest person, if at any time they sense or observe any unusual hazard or unsafe condition or if they feel any deterioration in their physical, emotional or mental fitness for continued participation;
5. I authorize emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself; and
6. I agree to hold harmless and indemnify the Releasees from any claims or demands that might be made against the Releasees by my minor child/ward if this Release Agreement is declared void or unenforceable against my minor child/ward in whole or in part for any reason.

I HEREBY AGREE AS FOLLOWS:

1. **TO IRREVOCABLY AND FOREVER WAIVE ANY AND ALL CLAIMS** that I or any Releasor may 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 or my minor child/ward may suffer or that my or my minor child/ward's next of kin may suffer, as a result of me or my child/ward's participation in the Activities or use of the Lands and Roads, 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 Licensor, and further including the failure on the part of the Releasees to safeguard or protect me or my child/ward from the risks, dangers and hazards of participating in the Activities and use of the Lands and Roads;

INITIAL HERE

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 me or my minor child/ward's participation in the Activities and use of the Lands and Roads;
3. **THAT** this Release Agreement will be effective and binding upon me and, if applicable, my minor child/ward's, heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of me or my minor child/ward's death or incapacity;
4. **THAT** this Release Agreement and any rights, duties and obligations involving the parties to this Release 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. **THAT** any litigation involving the parties to this Release 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.

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF GUARDIAN
(IF PARTICIPANT UNDER 19 YEARS)