

Schedule A-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 "Permittee") and all activities in any way associated with the Permittee (the "Activities")

NAME OF PARTICIPANT:

ADDRESS:

DATE OF BIRTH:

Transport Vehicle Plate #

ATV Plate #

TO: ISLAND TIMBERLANDS LIMITED PARTNERSHIP and TIMBERWEST FOREST CORP. (collectively, the "Permitter"), 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, 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 that:

the lands (the "Lands") used by the Permittee are owned by the Permitter and are accessed by private industrial road (the "Road") which the Permitter owns or has the right to use.

the Lands and Road are used by the Permitter for logging and logging related activities.

the Lands and Road 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 Road.

On behalf of myself and my minor child/ward, if applicable, I freely acknowledge, accept and fully assume the dangers and risks and the possibility of personal injury, death, property damage or loss resulting from me or my minor child/ward's participation in any and all activities on the Lands and Roads, including but not limited to: orientation and instructions sessions; travel by foot, bicycle, motor vehicle, all-terrain vehicle, snowmobile or any other means within and beyond designated boundaries, if any; and any ancillary recreational activities (collectively, the "**Activities**").

MINOR PARTICIPANT

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

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 Road.

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 her/his use.

I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed at all times sole responsibility for the personal safety of my minor child/ward remains with me.

I will advise my minor child/ward to immediately remove her/himself from participation, and notify the nearest person, if at any time she/he senses or observes any unusual hazard or unsafe condition or if she/he feels any deterioration in her/his physical, emotional, or mental fitness for continued participation.

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

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 the Road, 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*, on the part of the Permitter, and further

including the failure on the part of the Permitter 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 the Road;

INITIAL HERE

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 the Road; and

THAT this Release Agreement will be effective and binding upon my 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.

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF WITNESS

SIGNATURE OF GUARDIAN (if under 19 years)