



RAINBOW LODGE

Liability Waiver

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.

INITIAL
PLEASE READ CAREFULLY!

PLEASE PRINT

<u>LAST NAME</u>		<u>FIRST NAME</u>		<u>INITIAL</u>	
<u>STREET ADDRESS</u>					
<u>CITY</u>			<u>PROVINCE/STATE</u>		
<u>COUNTRY</u>	<u>POSTAL/ZIP CODE</u>	<u>DATE OF BIRTH</u>		<u>AGE</u>	
<u>GUARDIAN'S SIGNATURE:</u> (if Participant is a Minor)			<u>GUARDIAN'S PRINTED NAME</u>		
<u>EMERGENCY CONTACT NUMBER</u>			<u>EMERGENCY CONTACT PERSON</u>		

**TO: RAINBOW LODGE (owned by 0839322 B.C. Ltd.)
(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 “**Activities**” shall include all activities, services, equipment, alcohol consumption, food consumption and use of facilities either provided by or arranged by the Operators in any way related to but not limited to: orientation and instructional sessions, fishing of any sort, any activities conducted on an all-terrain vehicle (ATV), JetSki/SeaDoo/Honda AquaTrac (PWC), use of bicycles, bocce ball, volleyball, soccer, baseball, horseshoe throwing, rock-climbing, hiking, any downfield ramifications of any sexual encounter, any activities conducted on a boat; including but not limited to; being on a boat, etc.

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

I am aware that Activities involve risks, dangers, and hazards. I acknowledge and accept that the Operators will not assume responsibility for any claims, losses, damages, cost or expenses arising out of personal injury, accidents, or death, loss or damage of property, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following: mechanical breakdown, weather, or any other cause beyond the control of the Operators; failure of participants to follow instructions. The issuance of this certificate is subject to the laws of the Province of British Columbia.

Including (but are not limited to: the following):

- (a) **Avalanche:** Avalanches frequently occur, sometimes caused by natural forces, and other times by other Activity participants, landslides, falling debris, such as rocks, wood other Activity participants or mechanical devices;
- (b) **Natural Hazards:** The terrain over which I may travel has many hidden and unforeseen natural dangers, such as trees, tree wells and tree stumps, creeks, rocks, forest deadfall, depressions, crevasses, cliffs and water ruts. Wild Animals such as Cougars, Grizzly Bears, Black Bears, Elk, Moose or any wild or domestic animal;
- (c) **Man-made Hazards:** The terrain over which I may travel may also contain man-made hazards and risks, such as fences, mine shafts, logging debris, logging equipment, artificial road barriers, water bars, as well as motorized ATV’s, motorbikes or vehicles;
- (d) **Lost:** Activity participants may become lost or separated from their Activity party or guide. Communications in the terrain over which I will be walking or driving will be difficult and in the event of an accident, rescue and/or medical treatment may be seriously delayed, or not available. Weather conditions may be extreme, and capable of changing rapidly, without notice, making travel hazardous;
- (e) **Negligence:** I understand death or injury may result from negligence of other Activity participants or from negligence on the part of the Operators or their guides or employees.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, PERMANENT INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFY AGREEMENT

In consideration of **THE OPERATORS** and **THE PROVINCE** allowing me to participate in Activities, and for other good and valuable consideration, the receipt and sufficiency of which acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have now or in the future against **THE OPERATORS, OWNERS** 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 Activities. **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF AND STATUTORY OR OTHER DUTY OF CARE, 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 ACTIVITIES REFERRED TO ABOVE.**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all the liability for and property damage or personal injury to any third party resulting from my participation in Activities.

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 Activities, other than what is set forth in the Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND 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 of Participant

Print Name Clearly

Signed this _____ day of _____, 20_____