

Tour Date:

Tour Time:

Guides:

# RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

## PLEASE READ CAREFULLY!

Participant's Initials

_____ First Name	_____ Last Name	_____ Initial	_____ Email Address
_____ Address	_____ City	_____ State/Province	_____ Date of Birth (dd / mm / yy)
_____ Country	_____ Zip/Postal Code	(_____)_____ Telephone	

**TO:** ZIPTREK ECOTOURS INC. (the OPERATORS), BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, INTRAWEST ULC, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and ALL TOUR OPERATORS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (hereinafter referred to as "the RELEASEES".)

In this Agreement, the term "Adventure Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by THE OPERATORS and shall include, but are not limited to use of ziplines, suspension bridges; climbing, rappelling; hiking; sightseeing; snow shoeing; travel to and from the tour areas; back country travel; orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to those activities.

### ACKNOWLEDGEMENT – SAFETY

I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Adventure Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

### ASSUMPTION OF RISKS

I am aware that Adventure Activities involve many risks, dangers and hazards including but not limited to: changing weather conditions; falling trees, limbs, and ice; falling from platforms, cables and bridges; shock, stress or other injury to the body; encounters with wildlife including bears and cougars; equipment malfunction including breakage of cables, tethers, pulleys and harnesses; collision with trees, vans, snow cats, snowmobiles, or other vehicles, equipment or structures; collision with other participants or guides; the failure to remain within designated areas; becoming lost or separated from guides or other participants; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.** I am also aware that these risks, dangers and hazards referred to above exist on terrain that may be uncontrolled, unmarked and not inspected.

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

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in Adventure Activities and permitting my use of their property, ziplines, platforms, bridges, trails, roads, other structures and equipment (hereinafter referred to as "the facilities"), 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 resulting from either my use of or my presence on 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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party, resulting from my use of or presence on the facilities;
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.
6. To consent to having photos or videos taken of me while participating in Adventure Activities and to the publication of the photos or videos by the Releasees for advertising, marketing and promotional purposes.

**I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF ADVENTURE ACTIVITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.**

**I CONFIRM THAT I HAVE READ AND UNDERSTAND 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.**

**FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THESE ADVENTURE ACTIVITIES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature of Parent / Guardian if Participant is under 19 years of age

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED DATED AND SIGNED, AND WITNESSED PRIOR TO PARTICIPATING IN ANY ADVENTURE ACTIVITIES.