

BABINE STEELHEAD LODGE ULC (“BSL”)
PARTICIPANT/PARENT/GUARDIAN - WAIVER, RELEASE AND INDEMNITY

PLEASE READ CAREFULLY

BY SIGNING THIS YOU ACKNOWLEDGE YOU UNDERSTAND THIS WAIVER AND YOU GIVE UP ALL YOUR LEGAL RIGHTS TO SUE FOR INJURIES OR COSTS CAUSED BY NEGLIGENCE OF OWNERS, OPERATORS, OCCUPIERS, DIRECTORS, GUIDES, STAFF OR LANDLORDS.

TO: BSL, its employees, contractors, directors, organizations and individuals who provide or make available facilities, premises or services for any and all activities, events or services provided, arranged, organized or authorized by BSL, including, but not limited to: guided fishing, fly fishing, spin fishing, spey fishing, bait casting, river travel, boat travel, helicopter operation and travel, movement around helicopters, hiking, river crossing, back country travel, instruction, lessons, accommodation, food, beverage, transportation to and from facilities, loading and unloading of vehicles and boats and all activities, services and use of facilities either provided by or arranged by BSL and any activities related thereto (hereinafter referred to collectively as the “Activities”), including but not limited to, BSL, BSL’s directors, guides, employees, agents, guests, clients, instructors, observers, landlords, independent contractors, sub-contractors, representatives, booking agents, successors and assigns, as well as Her Majesty the Queen in the Right of the Province of British Columbia (all of whom are hereinafter collectively referred to as the “**Releasees**”).

ASSUMPTION OF RISKS OF THE ACTIVITIES:

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river or camp; helicopter crashes; the overturning or upsetting of boats; sudden, violent and unexpected movement of boats; entrapment by trees, logs, rocks, or equipment; falling into the river; impalement on hooks or other objects; hypothermia due to exposure to very cold water or air; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; effects of altitude; illness; negligence of myself and other participants; communication in the wilderness is difficult, and in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. AS WELL AS NEGLIGENCE ON THE PART OF THE RELEASEES: I UNDERSTAND NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am fully aware of the risks, dangers and hazards associated with the Activities. However, I feel the possible benefits are greater than the risks and I freely accept and fully assume all risks, dangers and hazards and the possibility of loss of enjoyment, upset, disappointment, personal injury, death, property damage or losses resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being permitted to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged I hereby agree as follows:

1. **I WAIVE ANY AND ALL CLAIMS** that I may have or in the future have against **THE RELEASEES**, and **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my heirs, executors, administrators, representatives and/or next of kin may suffer, as a result of or arising out of my participation in the Activities, use of or my presence at any facilities or travel beyond the boundary of any 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 OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996 c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. **I SHALL HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities, use of, or my presence at, any facilities or travel beyond the boundary of any of BSL’s facilities;
3. This Waiver, Release and Indemnity shall be effective and binding upon my heirs, next of kin, executors, insurers, administrators and representatives;
4. This Waiver, Release and Indemnity and any rights, duties and obligations as between the parties to this Waiver, Release and Indemnity shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Waiver, Release and Indemnity shall be brought within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. I shall pay any costs thereof including the Releasee’s attorney fees on a solicitor client basis; and
6. I will pay to BSL the cost of any loss or damage to BSL equipment or property I cause and agree that any such payments may be charged to my credit card on file.

In entering into this Waiver, Release and Indemnity I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Waiver, Release and Indemnity.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY AND I AM AWARE THAT BY SIGNING THIS WAIVER, RELEASE AND INDEMNITY I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____ at _____.

Signature of Witness _____ Signature _____ of _____ Participant _____

Print Name: _____ Print _____ Name: _____

Address: _____

A minor (any individual under the age of nineteen years) or mentally incapable adult must have the consent of his or her parent or legal guardian, who must sign on the other side on behalf of the minor or mentally incapable adult.

I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE MINOR OR MENTALLY INCAPABLE ADULT AND I AGREE TO INDEMNIFY THE RELEASEES

_____ (print participant's name) ("Participant").

I have read the above Waiver, Release and Indemnity. I have read and understood the risks listed therein and I am of the opinion that the possible benefits of the Activities to the Participant are greater than the risks assumed. In consideration of BSL allowing the above named Participant to take part in the Activities, (the sufficiency of said consideration being hereby acknowledged) I, the PARENT/GUARDIAN of the Participant, agree to indemnify and hold harmless the Releasees described on the reverse from any and all claims, demands, judgments, liability for any and all loss, damage and expenses which might be made against said Releasees arising out of or in consequence of the attendance or participation of the above Participant in the Activities, and as his/her parent or guardian I sign on his/her behalf below:

Signature of Witness _____

Signature of Parent/Guardian _____

Print Name: _____

Print Name: _____

Address: _____