Icefall Lodge Ltd

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES AND USE OF THE LODGE THIS SEASON

Initial

Name	Last	First		Middle Initial
Address	Street		City	
	Prov/State	Country		Postal/Zip Code
Telephone	Home	Work		Mobile
Date of Birth	Year Month Day	**Age**		
Email Address				

TO: **Icefall Lodge Ltd**, carrying on business as **Icefall Lodge**, **His Majesty the King in the Right of the Province of British Columbia**, **Icefall Lodge, Snowfall Lodge, Larry Dolecki, Backcountry Lodges of BC Association, Whitetooth Helicopters, Glacier Helicopters** and their directors, officers, employees, guides, apprentice guides, agents, independent contractors, subcontractors, volunteers, representatives, successors, assigns and other guests or participants (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Release Agreement, the term **"wilderness activities"** shall include but is not limited to: hiking, nature study, snow sports, touring, mountaineering, rock or ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, swimming, boating, fishing, watersports, and all activities, services and use of facilities (including the lodge and all other buildings), either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, renting and loaning of equipment and all travel by or movement around helicopters and other aircraft, horses and pack animals, all-terrain vehicles, watercraft or other vehicles, and all other activities and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS – UNSTABLE SLOPES, MOUNTAIN TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in wilderness activities, involves many risks, dangers and hazards. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain or current weather conditions are safe for use or travel. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: snow cornices; crevasses; cliffs; falling trees; creek or river crossings; cold water; high winds; lightning; loose or unstable rocks, boulders, ice, snow, roots and fallen logs; forest fires; slippery and difficult ground and travel conditions; hypothermia; snow immersion; effects of high altitude including pulmonary edema and cerebral edema; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; encounters with domestic and wild animals; slips, trips and falls and impacts or collision with other persons, animals, equipment, or objects; becoming lost or separated from one's party or guide; negligent first aid; negligence of other persons, including other guests and **NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS **OF PARTICIPATING IN WILDERNESS ACTIVITIES.**

Communication in the wilderness may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Mountain weather conditions may be extreme and can change rapidly and without warning.

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

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, and for other good and valuable consideration, 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 as a result of my participation in wilderness activities, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;
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 my participation in wilderness activities;
3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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

I CONFIRM THAT I HAVE READ AND AGREE TO THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES AND USE OF THE LODGE THIS SEASON.

Witness Signature	Guest Signature
Witness Printed Name	Guest Printed Name
Date	Signature of Parent or Guardian if guest is under age 19
	Date