

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND ASSUMPTION OF RISKS 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!

SIGNATURE OF PARTICIPANT

TO: Fawn Bluff Residences Ltd.; Entree Destinations; Entree Canada Destinations Inc.; 49 North Helicopters Ltd.; Island Life Expeditions Ltd.; Jan Neuspiel; Island Alpine Guides Inc.; the Association of Canadian Mountain Guides; Homalco Wildlife Tours Inc; Homalco Tours LLP; and their respective directors, officers, employees, instructors, mountain guides, watersport guides, tour guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

Name of Participant:

DEFINITION

In this Release Agreement, the term "**Fawn Bluff Activities**" shall include but is not limited to: use of the Fawn Bluff Lodge (the "Premises"); hiking; backpacking; canoeing, kayaking; paddleboarding; use of watercraft; glacier travel; heli-hiking; heli-fishing; snowshoeing; wildlife tours and viewing; and all activities, services and use of facilities and equipment either provided, arranged or organized by the Releasees including accommodation, food, beverage, and water supply, transportation by helicopter, boat or other vehicle, orientation and instructional sessions and classes.

ASSUMPTION OF RISKS

Use of the Premises and facilities and participation in Fawn Bluff Activities involves involve various risks, dangers and hazards. I agree to assume all risks, dangers and hazards of participating in Fawn Bluff Activities which include but are not limited to: slips, trips and falls; loss of balance; variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, loose gravel, holes, depressions, streams and creeks; drowning; hypothermia; dehydration; insect bites; inclement weather; encounters with domestic or wild animals including dogs, bears and cougars; becoming lost or separated from the guide or group; overexertion or lack of fitness or conditioning; equipment malfunction; negligent first aid; negligence of other persons; and negligence on the part of the Releasees.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releasees from any and all liability from any loss, damage, expense or injury, including death, that I may suffer or my next of kin may suffer as a result of my participation in Fawn Bluff 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 safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Fawn Bluff Activities.

- I agree that any litigation involving the Releasees shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.
- I further agree that these conditions and any rights, duties and obligations as between the Releasees and myself shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction.

I confirm that I have read this Release Agreement and I agree to be bound by the terms of this Release Agreement.

Date:	Signature of Participant or Parent/Guardian if Participant is under age 19
Witness	Print Name of Participant