

**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!

SIGNATURE OF PARTICIPANT

TO: Fawn Bluff Residences Ltd.; 49 North Helicopters Ltd.; Island Life Expeditions Ltd.; Island Alpine Guides Inc.; the Association of Canadian Mountain Guides; Homalco Wildlife Tours Inc; Homalco Tours LLP; Homalco First Nation and its Chief and Councillors; and their respective partners, affiliated, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

Name of Adult Participant	Age
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List Children under 19

1. Name	Age
2. Name	Age

3. Name	Age
4. Name	Age

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; bear 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.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FAWN BLUFF 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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in Fawn Bluff Activities, 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 any aspect of my participation 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 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 FAWN BLUFF 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 Fawn Bluff 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.
- I understand and acknowledge the following:
 - I am aware that Fawn Bluff Activities may be provided, arranged or organized by multiple operators/Releasees and that this Release Agreement shall apply to all operators/Releasees;
 - Despite multiple Releasees described in this Release Agreement, nothing in the waiver creates any partnership or other relationship as between the Releasees;
 - Fawn Bluff Activities are provided separately and nothing in this Release Agreement creates joint and several liability amongst the Releasees relating to the Fawn Bluff Activities.
 - **IMAGE RELEASE** - I consent to the publication and distribution of photographs or videos taken of me (and any minor children listed on page 1) by the Releasees during my participation in Fawn Bluff Activities for promotional and marketing purposes and I agree not to claim any compensation for use, publication or distribution of the photographs and videos.

I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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.

Signature of Participant
Please print name clearly

Signature of Parent or Guardian if participant is under 19
Please print name clearly

Date				
	Day	Month	Year	

Signature of Witness
Please print name clearly