

**Red Cariboo Resort Ltd. activities WAIVER**

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

In consideration of RCR (as defined below) accepting my application for and permitting me to participate in a horse riding tour and /or skidoo tour and/or quad tour and/or any other tour; including rental equipment (collectively referred to below as a "RCR activities") on lands owned by or under the control of RCR or the Province (as defined below) or elsewhere, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("RCR activities Waiver") are entered into by me with and for the benefit of:

"Red Cariboo Resort Ltd." and their parent companies, affiliates and subsidiaries (collectively, "RCR") and Her Majesty the Queen in Right of the Province of British Columbia ("Province") and the "Personnel" (as defined below).

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, RCR, the Province and any of their shareholders, directors, officers, employees, servants, hiking, high adventure activities and guides, mechanics, agents, contractors, suppliers and representatives (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any RCR activities due to any cause whatsoever on the part of any one or more of RCR, the Province, the Personnel or others, including:

- (a) **negligence** (the meaning of which includes failure to use such care as a Reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the hiking, mountaineering and/or adventure industry in the Province of British Columbia for the safety of hikers, mountaineers and adventurers);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of any contract**; and
- (d) **mistakes or errors in judgment** of any kind.

I am aware of the risks inherent in hiking, high adventure activities, mountaineering, skidoo tours, horse rides, driving off road vehicles, boats and transportation in small vehicles (4x4's, boats, airplanes, helicopters) has certain additional dangers and risks, including but not limited to:

**HIGH ADVENTURE ACTIVITIES:** horseback riding, being out in nature whilst being on a horse. Since I am working with a flight animal, I understand the risk of danger while being around and on the horse. I am aware that clothing might get dirty or rip. Skidoo tours/Quad tours being out in nature whilst on a skidoo. I am aware I am driving a powerful machine and accidents might happen.

**AVALANCHES, ROCK FALL, ICE FALL:** which can frequently occur in the mountain terrain used for hiking, high adventure activities and mountaineering and may be caused by man-made structures, including without limitation, towers, stairs, bridges, platforms or other landing systems, rock walls, cables, swings, zip lines or bridges, or by natural forces including steepness of slopes, snow or ice depth, instability of the snowpack or rock or glacier, or changing weather conditions, or by climbers, adventurers or hikers, or by aircraft or helicopter or the failure for any reason of RCR or its staff to predict whether the terrain is safe for hiking and mountaineering or where or when an avalanche, rock fall or ice fall may or may not occur;

**MOUNTAINOUS AND STEEP TERRAIN:** where a fall, whether roped or unroped, may cause injury or death. In addition, the mountainous areas used for hiking, high adventure activities and mountaineering have areas and steep slopes which in their natural state have many dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles and hazards include glacier crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas may also have dangerous man-made obstacles and hazards which may include rock walls, swings, zip lines, bridges, logging and other roads, steep road banks, fences and other structures. The areas used for hiking and mountaineering may not have been travelled previously and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, hikers, adventurers and mountaineers may become lost or separated from their guides or companions. Communication in this mountain terrain is always difficult and, in the event of an accident, rescue and medical treatment may not be available;

**WEATHER:** weather conditions may be extreme and can change rapidly without warning;

**ALTITUDE:** the altitude of areas used for hiking and mountaineering may cause illness or death;

**WILD ANIMALS:** which are unpredictable in nature and may attack mountain travelers;

**WATERCRAFT:** I am aware of the risks of the use of any watercraft for transport or adventure. The risks may include, but are not limited to, frigid water, unpredictable currents, submerged rocks and rock outcroppings, fallen trees, waterfalls, sinking, capsizing, swamping, uncontrolled drifting, and collisions with other craft or obstacles. I acknowledge that there is as a significant risk of injury or death from these hazards, including by drowning or from hypothermia or delay in rescue.

**LAKE AND FLY FISHING:** I am aware that fishing in fast flowing rivers and streams, large and small lakes, either by wading or in boats or floatation equipment, can have unforeseen dangers and hazards including slipping and falling on rocks beneath the surface or being swept away in rapids or fast moving water; and I also am aware of the risk of drowning if I become submerged while wearing fishing waders.

**TRANSPORTATION TO AND FROM AREAS:** I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, 4x4's, motor coaches, vans and taxis which may or may not be owned and/or operated by RCR.

**RCR, ITS STAFF AND OTHER HIKERS AND MOUNTAINEERS:** the conduct, including negligence, of RCR, its staff including its guides and of all other hikers, adventurers and mountaineers whether they are associated with RCR or independent hikers, adventurers or mountaineers.

**DRUGS AND ALCOHOL:** I understand and agree that I will never ride or participate in high-mountain adventures while under the influence of alcohol or any drug, including marijuana, that could impair my ability to safely perform these activities, regardless of whether prescribed, legal or illegal, and I acknowledge that any failure on my part to comply will jeopardize the safety of myself and others and can result in my being not allowed to participate in the sole discretion of a guide.

I assume and accept all the risks and dangers of hiking, high adventure activities and mountaineering and the possibility of personal injury, death, property damage or other loss as a result.

I agree that, although RCR and the Personnel may take precautions to reduce the risks and increase the safety of hiking and mountaineering and to determine whether a particular mountain is safe from the risk of avalanche or other hazards, it is not possible for RCR or the Personnel to make riding, high adventure activities and mountaineering completely safe or to predict with complete assurance whether the terrain is safe.

I willingly accept these risks and agree to the terms of this RCR activities Waiver even if RCR or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any RCR activities.

I am aware that the enjoyment and excitement of riding, high adventure activities and mountaineering is derived in part from walking or driving in wild, rugged, uncontrolled environments or driving through by man-made paths, including slopes, narrow paths and is contributed to by the inherent risks of hiking, high adventure activities and mountaineering.

In signing this RCR activities Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by RCR in RCR Adventures brochures or other brochures or by any of the Personnel or by the Province to induce me to go on a RCR activities.

I confirm that I am of the full age of nineteen years **(if underage the signature of a parent/legal guardian is required)**, that I have had sufficient time to read and understand what I am agreeing to in this RCR activities Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors. I agree that the RCR activities Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement or arising out of my RCR activities and/or other summer/winter experience shall be instituted in the Province of British Columbia and nowhere else.

I agree that the terms "high adventure activities" "activities" "mountaineering" "riding" "skidoo/quad" "boating" and "hiking" herein include riding horses or motorized vehicles of any sort (on water, air or land), canoeing (or any other sort of self-propelled boating), snow shoeing, cycling, skating, cross country skiing, rock climbing, climbing via ferrata or ropes, ziplining, walking, scrambling, ice climbing, skiing of an kind(snowboarding, downhill, cross country, monoskiing, telemark etc.) and other similar activities and the terms "mountaineer" "adventurer" and "hiker" "rider(horse or motorized)" includes rider, bikeer or operator of any vehicle(on water, air or land), canoer (or any other sort of self-propelled boater), snow shoer, cyclist, skater, zip liner, walker, scrambler, rock climber, ice climber, climber via ferrata or ropes and skier of a kind(snowboard, downhill, cross country, monoski, telemark etc.).

**THIS AGREEMENT RELEASES RCR AND THE PROVINCE FROM LIABILITY**

**PLEASE READ IT CAREFULLY.**

Signing Date:..... Name of **APPLICANT**:.....

Signature of **APPLICANT**:.....

Signature of parent:..... Name of parent:.....

