

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Initial	Telephone
Address	Street		City	Prov/State - Country
	Postal / Zip Code	Email		Birthdate YYYY / MM / DD
Emergency Contact	Name			Telephone

I, _____ (the "**Guest**") sign on the ____ day of _____, 20__ this RELEASE AND WAIVER OF LIABILITY (the "**Release Agreement**"), in favour of Red Cariboo Resort Ltd. and Dean Venture Ltd. ("**Red Cariboo**"), and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, instructors, contractors, subcontractors, and their successors and assigns (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**Winter Recreational Activities**" shall include, but is not limited to: hiking, snowshoeing, skiing (both cross country and downhill), ice fishing, ice skating, stargazing, and horseback riding, the rental and use of related equipment, orientational/instructional activities, guided tours and excursions, and all related activities, services, and use of facilities, equipment, and/or terrain either provided by, made available by, recommended by, or arranged by the Releasees.

RENTAL AGREEMENT

Initial

I accept full responsibility for the care of the rental equipment (the "**Equipment**"), if any, listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed upon date or if the Equipment is damaged for any reason, and I agree to report any problems, mechanical or otherwise, upon returning the Equipment.

I acknowledge that I have inspected the Equipment to ensure that it is in good working order at the time of rental, and I accept it as it is.

I am familiar with the proper use of the Equipment and I have taken proper instructional lessons prior to its use. I understand that staff of the Releasees are available to answer questions I may have as to the proper use of the Equipment.

I have made no misrepresentations regarding my height, weight, age, or abilities in the operation of the Equipment.

I acknowledge that, in addition to the rental fee, the Releasees may also charge a security deposit (a pre-authorization on my credit card) to cover any late return charges, excessive Equipment damages incurred, or Equipment loss. This deposit shall not be charged if the Equipment is not damaged, lost, or returned earlier than the agreed date by the Renter.

I am familiar with the proper use of the Equipment used in Winter Recreational Activities and I have taken, or will be offered, proper instructional lessons or orientation prior to its use, if required. I understand that staff of the Releasees are available to answer questions I may have as to the proper use of the equipment used in Winter Recreational Activities.

ACKNOWLEDGEMENT-SAFETY

Initial

HELMETS ARE ALWAYS RECOMMENDED

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment as directed by the Releasees while participating in the respective Winter

Recreational Activities (the “**Equipment**”). Using proper safety equipment may be mandatory under applicable governmental law.

I am aware that the physical exertion required by Winter Recreational Activities, and the accompanying forces exerted on the body, can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Winter Recreational Activities.

I acknowledge and confirm that I will not be under the influence of drugs and/or alcohol while participating in Winter Recreational Activities.

DESCRIPTION AND ASSUMPTION OF RISKS **Initial**

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Winter Recreational Activities, including the **RISK OF SEVERE INJURY OR DEATH**.

The terrain used for Winter Recreational Activities can be uncontrolled, unmarked, in poor condition, and not inspected, and can involve many risks, dangers and hazards. The Releasees make no representations as to whether the terrain is safe.

Risks, dangers and hazards associated with Winter Recreational Activities may include, **but are not limited to:**

Accidents which occur during transportation to and from the location of participation; rockfall, icfall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, treewells, trees and other objects; crevasses; falling trees; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; ungroomed, unmarked and uncontrolled terrain; avalanches; exposed or concealed holes or depressions on or below the surface or ground cover; falls, trips and slips; still and moving water, including crossings or thin ice resulting in cold water immersion; drowning; lakes, ponds, streams, creeks and holes in the snowpack above streams or creeks; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and whiteouts; hypothermia; frostbite; loss of balance or control and falls, particularly on steep, slippery or difficult terrain; difficulty or inability to control one’s speed and direction; falls off of one’s conveyance; low/poor lighting conditions, possibly leading to slips, trips, and falls; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; fires and burns; improperly cooked or prepared food; loss or damage to personal property; failure to act safely or within one’s ability or within a designated area; impact or collision with vehicles, other persons, animals, or objects; encounters with domestic or wild animals; animal bites; becoming lost, going off route or becoming separated from one’s party; being left behind by one’s party; and infectious and communicable disease, including but not limited to COVID-19, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Winter Recreational Activities occurs may not be reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Winter Recreational Activities also **MAY INCLUDE RISKS INCLUDING 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WINTER RECREATIONAL ACTIVITIES. 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT **Initial**

In consideration of the RELEASEES agreeing to my participation in Winter Recreational Activities and/or rental of associated equipment, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), I do hereby freely, voluntarily, and without duress 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 Winter Recreational 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WINTER RECREATIONAL ACTIVITIES INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **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 Winter Recreational Activities, as well as any loss of or damage to personal property as a consequence of Winter Recreational Activities.
3. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of a minor, if I am executing this Release as the parent/guardian on behalf the said minor participant of Winter Recreational Activities).
4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Winter Recreational Activities, I consent to such treatment as deemed necessary by the Releasees.
5. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Winter Recreational Activities.
7. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health or disability insurance.
8. I certify that no qualified medical professional has advised me to **not** participate in Winter Recreational Activities.
9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

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

PHOTO/VIDEO RELEASE – I understand that during Winter Recreational Activities I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I confirm that I have read and understand this Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement

I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.

Date: _____ Guest's Date of Birth (MM/DD/YYYY): _____

Guest's Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Guest's Printed Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name

Equipment Rented

Item	Serial #	Rental Rate
1.		
2.		
3.		
4.		
5.		