

PUKEASHUN WILDERNESS INC.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS,
INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

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TO: PUKEASHUN WILDERNESS INC. DBA. GRIZZLY LODGE
(and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns herein collectively referred to as the "Releasees")

AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(hereinafter referred to as "THE PROVINCE")

DEFINITIONS:

In this Release Agreement, the term "**wilderness activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, snowmobiling, snowbiking, hiking, snowshoeing and other forms of backcountry travel; rental or use of snowmobiles or other equipment; demonstrations; orientation and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, snowbikes and motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC.

I am aware that wilderness activities involve risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures impact or collision with other persons or objects; becoming lost or separated from one's party or guide; negligence of other or persons; Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat, snowmobile, or snowbike hazardous.

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.

In consideration of **THE RELEASEES** allowing me to participate in wilderness 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 AS A RESULT OF MY PARTICIPATION IN WILDERNESS ACTIVITIES. 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 WILDERNESS ACTIVITIES REFERRED TO ABOVE;**
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 the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement 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.

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 wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Signed this _____ day of _____, 20 ____.

Signature of Applicant
Print Name Clearly

Signature of Witness
Print Name Clearly