

Assumption Of Risks, Waiver Of Claims, Release Of Liability, Indemnity, Model Release And Contact Consent (The "Agreement"). By Signing This Agreement You Will Waive Certain Legal Rights, Including The Right To Sue

Please Read Carefully!

INITIAL

TO: Glacier Raft Company Ltd., Glacier Raft Adventures Ltd., Wet N Wild Adventures Ltd., Alpine Rafting Ltd. and Whitewater Lodge Ltd., all at 1509 Lafontaine Road, Golden, BC V0A 1H3, and Alpine Helicopters Inc., 204 Fisher Road, Golden, BC V0A 1H0, (the "Companies") and to all of the Companies' affiliates, associates, subsidiaries, parent and sister companies and other related entities (the "Entities"), and to the Entities' directors, officers, employees, principals, agents, contractors and representatives (collectively "the Operator"); AND

TO: Her Majesty the Queen in Right of the Province Of British Columbia ("the Province")

1. In this Agreement:

- a. **"Rafting Activities"** means the raft or boat trip plus, before, during or after the raft or boat trip, anything related to or connected with the raft or boat trip including, but not limited to; use or occupation of Rafting Equipment and Facilities (as hereinafter defined); orientation and instruction sessions; direct and indirect communication (including electronic) and physical and non-physical interaction with and between any and all participants and the Operator; recording, editing and publishing participants' image and voice; all transportation or travel; loading, unloading, entering, occupying or using Rafting Equipment and Facilities and land of the Province; and all other activities on or near the water.
- b. **"Rafting Equipment and Facilities"** means all rafts; boats; gear; equipment; clothing, apparel and footwear; buses, trucks, trailers, aircraft and other vehicles; computers, cameras, software, websites and other forms of electronic communication; and all land, buildings, shelters and other structures, and their contents, occupied or used by the Operator.

2. **For good and valuable consideration**, the receipt and sufficiency of which I acknowledge, including the agreement of the Operator to my participation or, if the participant is less than 19 years of age (the "Minor"), to the participation of the Minor, in Rafting Activities and use of Rafting Equipment and Facilities, **I accept and agree that [and if the participant is a Minor, I hereby declare and agree that I accept full legal responsibility for the Minor whether or not I am the parent or legal guardian of, or am otherwise legally responsible for, the Minor]:**

- a. **I ACCEPT AND ASSUME for myself and, if applicable, for the Minor ALL RISKS, DANGERS AND HAZARDS of and associated or connected with Rafting Activities and use of Rafting Equipment and Facilities including, without limitation, personal injury, death, property damage, and direct or indirect loss resulting therefrom;**
- b. **I WAIVE ANY AND ALL CLAIMS** that I and, if applicable, the Minor now have or may in the future have against the **Operator and the Province**, (the "Releasees") **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, as a result of Rafting Activities or use of Rafting Equipment and Facilities, or due to any cause related thereto including **negligence, gross negligence**, breach of contract or of any statutory, common law, equitable or other duty of care owed, including under the **Occupiers Liability Act, R.S.B.C. 1996, c.337**, by the Releasees, and further including the failure by the Releasees to protect me and, if applicable, the Minor, from risks, dangers and hazards of Rafting Activities and use of Rafting Equipment and Facilities; and
- c. **I HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from all liability for property damage or personal injury, including to third parties, and all costs [including, without limitation, legal fees and disbursements on a solicitor and own client (full indemnity) basis], resulting from my participation in and, if applicable, participation of the Minor in, Rafting Activities or use of Rafting Equipment and Facilities or due to any cause related thereto.

- 3. In or near water, wearing a helmet, lifejacket and any other protective gear as provided and instructed is required.
- 4. Rafting Activities and using Rafting Equipment and Facilities requires exertion and focus and can cause injury or aggravate pre-existing injuries and conditions and **I am solely responsible for deciding whether or not I or, if applicable, the Minor should participate.**
- 5. Impairment in any way, including by alcohol or drugs, during Rafting Activities or while using Rafting Equipment and Facilities is prohibited and I declare that I am not, and will not be, impaired on the date below or the date of the raft trip.
- 6. I acknowledge and accept that Rafting Activities and use of Rafting Equipment and Facilities involve risks, dangers and hazards including, **but not limited to:** accidents during or resulting from vehicle transportation or travel; rafts overturning; falling out of rafts; drowning; impact or collision with rocks, trees, other debris, other rafts or boats, other participants and rafting equipment; encounters with animals; passing trains or crossing train tracks; negligence and recklessness of other participants; and **Negligence Or Gross Negligence Of The Operator, Including The Failure By The Operator To Safeguard Or Offer Protection From Such Risks, Dangers And Hazards.**
- 7. I agree that the Operator may terminate my or the Minor's participation at any time without refund or recourse.
- 8. I agree and acknowledge that this Agreement is binding upon my and the Minor's heirs, next of kin, executors, administrators, assigns and representatives.
- 9. I agree that this Agreement is governed by and interpreted in accordance with the laws of British Columbia and any litigation shall be brought within British Columbia and is within the exclusive jurisdiction of the Courts of British Columbia.
- 10. **I irrevocably Consent To the Operator, and Waive and Release all claims against and Indemnify and Save Harmless the Operator for, recording, editing and publishing my or the Minor's image and voice in any way and agree that such recordings and publications are the sole property and copyright of the Operator.**
- 11. I consent to receiving Commercial Electronic Messages, such as newsletters, from the Operator (consent can be withdrawn at any time on our website or by unsubscribing to our newsletter).

Initial

Initial

I read and understood this Agreement before signing it, and know that I am waiving certain legal rights, including the right to sue.

Print Adult Participant's (or Guardian's) name Clearly		(If applicable) Print Minor's Name Clearly	Phone
Address		City/Prov/State/Country	Postal code/Zip
Email:		How did you hear about us?	
Date		Signature of Adult (or Guardian)	
Print Witness Name		Signature of Witness	