

ISLAND LAKE LODGE WILDERNESS ACTIVITIES WAIVER

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

BY SIGNING THIS RELEASE AGREEMENT, 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!

**I AGREE
(Initial)**

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN ALL WILDERNESS ACTIVITIES FOR A PERIOD OF 12 MONTHS FROM THE DATE I SIGN IT, INCLUDING ALL WILDERNESS ACTIVITIES BOOKED, SCHEDULED, AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING.

**I AGREE
(Initial)**

I confirm: (i) I am the person listed as the Guest below, I am at least 19 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed as the Guest below, and I am authorized to complete this Release Agreement on their behalf. I understand the Releasees are relying on this confirmation, as well as my accurate completion of, and unconditional agreement with, this Release Agreement in agreeing to allow me to participate in Wilderness Activities.

**I AGREE
(Initial)**

Guest Name	Last		First	
Address	Street			City
	Country	Postal/Zip Code	Email	Prov/State
				Age

TO: ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP (2003) INC., ISLAND LAKE DEVELOPMENTS LIMITED PARTNERSHIP operating as THREE BEARS LIMITED PARTNERSHIP, ILL LEGACY CAN LTD. and ILL LEGACY, LLC, carrying on business as Island Lake Resort, Island Lake Lodge, Island Lake Catskiing and Mountain Pursuits, HELICAT CANADA ASSOCIATION, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and each of their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, contractors, representatives, successors, assigns, other guests and participants (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term **"Wilderness Activities"** shall include all activities, accommodations, food and beverage services, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, split boarding, touring, snowmobiling, hiking, snowshoeing and all other forms of backcountry travel; rental or use of skis, snowboards, split boards, avalanche safety equipment and other equipment; demonstrations; orientational, training and instructional sessions, seminars and courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, ski lifts and gondolas, and motor vehicles; use of all facilities; spa services; and all other activities, events, services, and use of facilities in any way connected with or related to Wilderness Activities.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC. I am aware that participating in Wilderness Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. 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. The risks, dangers, and hazards of participating in Wilderness Activities may include, but are not limited to: avalanches; uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; cornices; crevasses; cliffs; ice caves; trees, tree wells and tree stumps; open water and creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; snowcat roads, resource roads, sled tracks, and road banks, fences, and other man-made structures; access to snowcat and helicopter pick up, drop off, and landing zones; snow immersion; extreme variation in terrain; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; falls from heights; extreme and rapidly changing weather; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; equipment failure; incomplete or inaccurate instructions or directions; negligent first aid; failure to act safely or within one's own ability; negligence, inattention or inexperience of other persons, including other guests; witnessing or being involved in a traumatic or upsetting incident; personal injury including but not limited to sprains, strains, shock, stress, nausea, food borne illness, diarrhea, burns, cuts, abrasions, fractured or broken bones, impalement, hypothermia and hyperthermia, loss of limbs, frostbite, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 WILDERNESS ACTIVITIES.**

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The added risks of rescue by helicopter during Wilderness Activities include travel over mountainous or alpine terrain; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. 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 foot, helicopter, snowcat or snowmobile hazardous and unpredictable.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WILDERNESS ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN WILDERNESS ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.

**I AGREE
(Initial)**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Wilderness 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 INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 WILDERNESS ACTIVITIES;**

**I AGREE
(Initial)**

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 British Columbia and no other jurisdiction;
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; and
6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Wilderness Activities and I confirm I have reviewed the risks, dangers, and hazards with the minor guest. I further agree it is my responsibility to supervise the minor's participation in Wilderness Activities.

I CONFIRM THAT 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated: _____

Signature of Guest (or parent/legal guardian if Guest is under 19)

Print Name of Guest (or parent/legal guardian if Guest is under 19)