

ISLAND LAKE LODGE SUMMER 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 6 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)

Guest Name	Last		First		
	Address			City	Prov/State
	Country	Postal/Zip Code	Email	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, events and services provided, arranged or organized by the Releasees including, but not limited to: orientation and instruction sessions; surface and air transportation, including all helicopter travel; loading, unloading and travel in or movement around helicopters; backcountry travel;- backpacking; overnight stays in the outdoors planned or unplanned; picnicking; hiking; swimming; accommodation, food, beverage and water supply; and all other activities, events and services in any way connected with or related to these activities. The term "**Summer**" as used in this Release Agreement means any time Island Lake Lodge is open for business without offering catskiing and shall include all or some of the spring and fall seasons.

ASSUMPTION OF RISKS

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. These include but are not limited to: uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; drowning; hypothermia due to exposure to very cold water; variable and unknown water depths; currents; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls on surfaces and from heights; loss of balance; travel on, through or beside resource roads, snowfields, streams, creeks, rivers, open water, ponds and lakes; sink holes; rock slides; avalanches; steep cliffs; lightning, high winds or adverse weather conditions; incomplete warnings or instructions; slippery and difficult ground and travel conditions; equipment failure; encounters with domestic animals including dogs, and wildlife, including bears and cougars; becoming lost or separated from the guide or party; encounters with dangerous flora or fauna; over-exposure to the sun; effects of high altitude; lack of fitness; food poisoning; allergic reaction; negligent first aid; slips trips and falls; falls from heights; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; witnessing or being involved in a traumatic or upsetting incident; transportation accidents; 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, sunburn, heat stroke or exhaustion, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; negligence, inattention or inexperience of other members of my party, 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.**

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 and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and backcountry weather conditions may be extreme and can change rapidly and without warning making travel by foot or helicopter hazardous and unpredictable.

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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 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 participating in 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.

Signed this ____ day of _____, 20__

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