

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

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

**PLEASE READ CAREFULLY!**

Initial of Guest
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<b>Name</b>	Last	First	Middle Initial
<b>Address</b>	Street		
	City	Prov/State	Postal/Zip Code
<b>Email Address</b>		<b>Telephone</b>	Home Work
<b>Date of Birth</b>	Year      Month      Day	<b>Age</b>	
<b>Trip Dates</b>	Year      Month      Day	<b>to</b>	Year      Month      Day

**TO: MISTAYA LODGE LTD.**, carrying on business as **MISTAYA LODGE LTD, Her Majesty the Queen in the Right of the Province of British Columbia, MISTAYA LODGE LTD, Individual, Backcountry Lodges of BC Association, ALPINE HELICOPTERS INC, Other** and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns and guests (all of whom are hereinafter collectively referred to as "the Releasees")

**DEFINITION**

In this Release Agreement, the term "**wilderness activities**" shall include but is not limited to: hiking, nature study, snow sports, touring, mountaineering, rock or ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, swimming, boating, fishing, watersports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, other aircraft, horses and pack animals, all terrain vehicles, watercraft or other vehicles.

**ASSUMPTION OF RISKS – UNSTABLE SLOPES, MOUNTAIN TERRAIN, WILDERNESS TRAVEL, WEATHER**

I am aware that participation in wilderness activities, involves many risks, dangers and hazards. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe for use or travel. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: snow cornices; crevasses; cliffs; falling trees; creek or river crossings; cold water; high winds; lightning; loose or unstable rocks, boulders, ice, snow, roots and fallen logs; forest fires; slippery and difficult ground and travel conditions; hypothermia; snow immersion: effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; slips, falls and impacts or collision with other persons, animals, equipment, or objects; becoming lost or separated from one's party or guide; negligent first aid; negligence of other persons, including other guests and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the wilderness may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Mountain weather conditions may be extreme and can change rapidly and without warning.

**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.

**NOTICE TO SELF-GUIDED PARTIES**

1. All wilderness activities in your program will be entirely self-guided. Guiding services will not be provided by the Releasees.
2. By not using the services of a guide, the risks, dangers and hazards of wilderness activities may be increased.

3. Self-guided parties must have experience in travel over mountainous terrain. It is the self-guided party's responsibility to learn about the nature and degree of challenge of the terrain and ensure that all members of the self-guided party are capable of safe backcountry travel in such terrain.
4. Self-guided parties must be completely self-sufficient and be capable and experienced in wilderness and mountain route finding, rescue, and wilderness first aid.
5. All self-guided parties must have the following equipment and be experienced in its use:
  - Compass and/or GPS w/spare batteries
  - Bear Spray and/or Bear Bangers
  - Emergency shelter and survival gear
  - Topographical maps
  - First aid equipment
  - Emergency communication equipment
6. It is the self-guided party's responsibility to ensure that all emergency communications equipment is operational and that back-up communications equipment has been provided by the party.
7. A lodge attendant may be provided to assist in the running and maintenance of the lodge. The lodge attendant is not permitted to provide self-guided parties with guiding services or advice. By invitation of the self-guided party, the lodge attendant may join the party for backcountry travel; however in no such case will the lodge attendant serve in the role of guide to the self-guided party.
8. Self-guided parties must leave a daily trip plan at the lodge before departing each morning.
9. Self-guided parties are responsible for maintaining a call-in schedule as previously arranged with the lodge.
10. Use of a backcountry lodge may involve risks, dangers, and hazards not normally found in commercial rental properties, including but not limited to: steep, narrow and slippery stairs, ladders, or walkways; inadequate lighting; alternate energy systems; wood or propane burning appliances; gas or liquid fuel lighting fixtures; and other features that may present increased risk to the occupants. Self-guided parties must familiarize themselves with the facilities provided, and not use any tools, equipment, or appliances until they are fully satisfied that they understand their safe operation.

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

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, 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 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; and
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.**

Witness's Signature
Witness's Printed Name
Date

Guest's Signature
Guest's Printed Name
Signature of Parent or Guardian if guest is under age 19