

# KOKANEE MOUNTAIN ZIPLINE

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

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

**PLEASE READ CAREFULLY!**

Initial

**TO: Kokanee Mountain Zipline Ltd. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as "THE RELEASEES")**

Name	Last	First	Initial	Telephone
Address	Street	City		Prov./State
	Postal/Zip Code	E-mail		Birthdate MM / DD / YYYY
Emergency Contact	Name			Telephone

**List children under the age of 16**

1. Name	Age
2. Name	Age

3. Name	Age
4. Name	Age

### DEFINITION

In this Release Agreement the term "**Zipline Activities**" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include, but is not limited to: use of ziplines, trails, equipment, parking and other facilities; hiking, sightseeing and backcountry travel; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Zipline Activities.

### ASSUMPTION OF RISKS

I am aware that participating in Zipline Activities involves many risks, dangers and hazards including but not limited to: travel on rough, uneven, challenging or slippery terrain; changing weather conditions, equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; slips, trips and falls; over-exertion; fear of heights; impact or collision with trees, man-made or natural objects, other participants or guides; negligence of other participants or guides; and **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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ZIPLINE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

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

In consideration of the RELEASEES agreeing to my participation in Zipline Activities and permitting my use of their ziplines, trails, equipment, parking and other facilities and services, and for other good and valuable consideration, 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 Zipline 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ZIPLINE 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 Zipline 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 participating in Zipline Activities, other than what is set forth in this Release Agreement.

**PHOTO/VIDEO RELEASE** - I hereby grant permission to the Releasees to take photographic or video representations of me (and any minor children listed above) during my participation in Zipline Activities and to publish the photographs and video for advertising, promotional and marketing purposes.

**I have read the Release Agreement and agree to be bound by its terms.**

Signature of Participant
Signature of Parent/Guardian if under 19 years of age

Date
Witness