

## Lake O'Hara Lodge Ltd.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY 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!**

Signature of Guest

Name	Last	First	Middle Initial
Address	Street		City
	Prov/State		Postal Code
Telephone	Country		
	Home	Work	

TO: LAKE O'HARA LODGE LTD. And HER MAJESTY THE QUEEN, and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

**DEFINITION**

In this Agreement, the term "wilderness activities" shall include but is not limited to: skiing, snowshoeing, touring, nature study, glacier travel and all activities, services and use of facilities either provided by or arranged by Lake O'Hara Lodge Ltd. including orientation and instructional sessions, accommodation, food and beverage, water supply, rescue and first aid services, and all travel by or movement around 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 icefalls occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons traveling 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 lake crossings; cold water; high winds; lightning; loose or unstable rocks, boulders, ice, snow, roots and fallen logs; slippery and difficult ground and travel conditions; hypothermia; effects of high altitude; equipment failure; encounters with wild animals; slips, falls and impacts or collisions with other persons, animals, equipment, or objects; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES 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.

**(PLEASE COMPLETE OTHER SIDE)**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND 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.

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

In consideration of the Releasees allowing me to participate in wilderness activities as defined in the 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 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 PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES 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 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. The 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 the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this 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 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 Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.**

Guest's Signature
Guest's Printed Name
Date

Witness Signature
Witness Printed Name
Signature of Parent or Guardian if guest is under age 19