

LAKE O'HARA LODGE

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ THIS DOCUMENT CAREFULLY!

LAST NAME		FIRST NAME	INITIAL
STREET		CITY	PROV
CODE			

To: **LAKE O'HARA LODGE LTD. , and its directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "Lake O'Hara")**

In consideration of Lake O'Hara accepting my application for and my being permitted to participate in ski touring trips on lands in the vicinity of Lake O'Hara Lodge, Yoho National Park in the province of British Columbia, I agree to this release of liability, waiver of claims and assumption of risks (collectively "this agreement").

ASSUMPTION OF RISKS

I am aware of and accept the risks associated with the fact that mountain ski touring has, in addition to the usual dangers and risks inherent in skiing, certain additional dangers and risks - some of which include:

- 1. Avalanches may frequently occur in mountain terrain and may be caused by natural forces including steepness of slopes, snow depth, instability of the snow pack, or by changing weather conditions, or by skiers, or by difficulty of predicting whether terrain is safe for skiing, or by difficulty of predicting where or when an avalanche may or may not occur.**
- 2. Mountainous areas with steep slopes in their natural state may have many obstacles and hazards, may not have been skied previously, are not regularly patrolled or examined, where skiers may be lost or separated from other skiers and where communication is difficult and rescue and medical treatment may not be available.**
- 3. The weather may be extreme and can change rapidly without warning.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Lake O'Hara allowing me to participate in mountain ski touring I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have against Lake O'Hara, and TO RELEASE LAKE O'HARA from any and all liability, and agree not to sue for any personal injury, death, property damage, or other loss sustained by me as a result of my participation in a ski touring trip organized by Lake O'Hara or the use of any Lake O'Hara facilities, due to any cause whatsoever including negligence on the part of staff or guests of Lake O'Hara; even if I am not part of an organized tour;**
- 2. TO HOLD HARMLESS AND INDEMNIFY LAKE O'HARA from any and all liability for any property damage or personal injury to any third party resulting from participation in mountain ski touring activities;**
- 3. This Agreement will be binding upon my heirs, next of kin, executors, administrators and successors, in the event of my death or incapacity;**
- 4. I acknowledge that the enjoyment and excitement of ski touring is derived in part from skiing in powder snow on steep ungroomed slopes and that the inherent risks of ski touring contribute to such enjoyment and excitement**

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND AGREE

SIGNED this _____ day of _____, 2006

IN THE PRESENCE OF:

SIGNATURE

WITNESS

Please print your name: _____