

Lake O'Hara Lodge Ltd.
Operating as Lake O'Hara Lodge

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

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

THE RELEASEES' program includes, but are not limited to; skiing, snowshoeing, touring, telemarking, mountaineering, nature study, glacier travel.

In this Agreement, the term "wilderness activities" shall include but is not limited to: skiing, snowshoeing, touring, telemarking, mountaineering, 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, helicopters, all-terrain vehicles, snow machines or other vehicles.

ASSUMPTION OF RISKS

I am aware that the Releasees' programs involve intrinsic hazards, not all of which can be listed here. Among the more obvious and frequent are:

1. Steep terrain where a fall, whether roped or un-roped, may cause injury or death
2. Falling rock, ice, snow or other objects, which may cause injury or death.
3. Violent and unpredictable weather, which may cause injury due to extremes of heat or cold and which may prevent travel to, from or within an area.
4. Unfamiliar country, where the program participants may get lost, off route or be separated from the rest of the party.
5. Wild animals, which have been known to maul, sometimes fatally, mountain travelers.
6. Avalanches, which are highly dangerous and may be triggered by the activities and skiers or climbers or by natural forces.
7. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
8. Transport by public or private motor vehicle or helicopter.
9. Scrapes, bruises, fractures and other injuries sustained in physical activity.
10. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

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.

NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS – INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

Initials

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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, I agree to this release of claims and waiver of liability as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **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. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this program on any basis other than my assumption of the risks involved.
3. I accept all the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the activity I am taking with the Releasees.
4. I certify that I am physically capable and fit to participate in the activities and I have no medical conditions or needs other than those listed.
5. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, next of kin, my executors, administrators and assigns.
6. This 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 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.
7. I HEREBY AGREE 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;

PHOTO/VIDEO RELEASE – I consent to photographs and/or video taken of being used for advertising, promotional or marketing purposes.

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

GUEST INFORMATION

Last Name	First Name	Middle Initial
Street	City	
Prov/State	Postal Code	
Email	Phone	

MEDICAL INFORMATION

Emergency Contact	Phone:
Allergies, Medications, Medical Conditions	