

**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 CAREFULLY!

INITIAL

PLEASE PRINT

NAME	LAST	FIRST	INITIAL
ADDRESS	STREET	CITY	PROV/STATE
	CODE	COUNTRY	DATE OF BIRTH
			AGE

TO: RETALLACK GUIDES LTD. & RETALLACK LODGE LTD. (0792107 B.C. LTD.) Nelson, British Columbia (hereinafter referred to as "THE OPERATOR")

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as "THE PROVINCE")

DEFINITION

In this agreement, the term "adventure activities" shall apply to all wilderness skiing activities as defined in the Wilderness Skiing Waiver, and in addition shall include any activities of any nature or any kind whatsoever relating to the production of photographs, films or videos or any other activities involving the Operators, including set up of equipment, scouting for locations, preparatory work, mountaineering, climbing, rigging, safety work, photography, videography and filming.

PREAMBLE

THIS AGREEMENT IS SUPPLEMENTAL TO THE WILDERNESS SKIING WAIVER WHICH ALL PERSONS ENGAGED IN ADVENTURE ACTIVITIES ARE ALSO REQUIRED TO SIGN BEFORE THE COMMENCEMENT OF ANY SUCH ACTIVITIES WITH RETALLACK GUIDES LTD. & RETALLACK LODGE LTD. (0792107 B.C. LTD.) IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT THERE SHALL BE NO LEGAL LIABILITY ON THE PART OF THE OPERATORS OR THE PROVINCE IN RESPECT OF INJURY, ACCIDENT OR DEATH INVOLVING ANY PERSON PARTICIPATING IN ADVENTURE ACTIVITIES. IT IS UNDERSTOOD AND AGREED THAT NEITHER THE OPERATORS NOR THE PROVINCE WILL OWE ANY DUTY OF CARE IN LAW TO ANY PERSONS PARTICIPATING IN THESE ACTIVITIES.

ASSUMPTION OF RISKS:

This section is supplemental to the section entitled "ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER" as set forth in the Wilderness Skiing Waiver. I am aware that adventure activities are significantly more dangerous than wilderness skiing as defined in the Wilderness Skiing Waiver. The safety precautions normally undertaken in wilderness skiing may be reduced or eliminated altogether. I acknowledge that these activities are frequently incompatible with personal safety and that there is a substantial risk of serious injury or death as a result of engaging in such activities. This risk may be increased due to negligence on the part of the Operators or their guides and employees, including the failure to safeguard or protect me from the risks, dangers and hazards associated with these activities. The Operators and their guides and employees may negligently fail to advise me as to the risk, dangers and hazards associated with adventure activities or alternatively, any advice given may be inadequate or incorrect. All of these factors will substantially increase the risk of serious injury or death as a result of engaging in these activities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS and THE PROVINCE allowing me to engage in adventure activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS and THE PROVINCE and their directors, officers, employees, guides, agents, independent contractors and representatives (all of whom are hereinafter collectively referred to as the "RELEASEES") arising out of any aspect of my participation in adventure activities;
- 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 adventure 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. 1979, c.303, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;
- 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 adventure activities;
- That 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;
- That this Agreement and any right, duties, and obligations 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 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 adventure activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE 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.

Signed this _____ day of _____, 20 _____

Witness

Signature of skier
Print name only

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED (NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS) DATED, SIGNED AND WITNESSED BY US PRIOR TO SKIING WITH US.