

**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 OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

<b>Name</b>	Last	First	Middle Initial	Date of Birth (dd/mm/yyyy)
	<b>Address</b>			
	Street			
	City	Prov./State	Postal/ZipCode	Tel:

**TO: 0792107 BC Ltd. o/a Retallack Lodge, Retallack Guides Inc. and 0908577 B.C. Ltd., Her Majesty the Queen in Right of the Province of British Columbia** and their respective directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as **"the Releasees"**)

**DEFINITION**

In this Release Agreement, the term **"Mountain Biking"** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: mountain biking; mountain bike rental; orientation and instructional courses, seminars and sessions; surface, air or water transportation, including all helicopter travel; loading, unloading and travel in or movement around surface vehicles, boats or helicopters; hiking, backpacking; accommodation; and other such activities, events and services in any way connected with or related to mountain biking.

**PROTECTIVE EQUIPMENT**

I have been advised to wear a helmet and other protective equipment such as elbow/forearm and knee/shin armour when Mountain Biking.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of mountain biking. Serious injuries including paralysis, head injuries and death can occur while mountain biking. Mountain biking takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: changing weather conditions; lightning; exposure to temperature extremes or inclement weather; exposure to forest fires and smoke inhalation; travel or transport to and from the sites used for mountain biking; mechanical failure of equipment; damage to equipment; slips, trips and falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed technical terrain features including but not limited to A-frames, berms, bumps, bridges, drops, gap jumps, jumps, ladders, ladder bridges, log rides, pump tracks, ramps, rock faces, rock gardens, roller coasters, skinnys, teeter totters, and wallrides; collisions with natural and constructed objects, other mountain bikers, vehicles and persons; encounters with domestic and wild animals including but not limited to dogs, bears and cougars; becoming lost or separated from ones party; negligence of other riders and guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING.**

Communication in the remote terrain that is used for Mountain Biking is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I 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 RELEASEES agreeing to my participation in Mountain Biking and permitting my use of their services, equipment and other facilities, 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 Mountain Biking, 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, 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 MOUNTAIN BIKING;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;
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 Mountain Biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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\_\_\_\_\_.

Signature of Witness
Please print name of witness clearly

Signature of Rider
Please print name clearly

**SAMPLE**