

**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 OR TO CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

PLEASE PRINT

<b>NAME</b>	Last	First			Middle Initial
<b>ADDRESS</b>	Street				
	City		Province/State		Postal/Zip Code
<b>BIRTHDATE</b>	Year	Month	Day	Age	Male/Female
<b>EMAIL ADDRESS</b>			<b>TELEPHONE</b>	Home	Office

**TO: BLACKCOMB SNOWMOBILESLTD. doing business as BLACKCOMB DOGSLED, ONE DOG CO. INCORPORATED, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and their directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

**DEFINITIONS**

In this Release Agreement the term "Dogsledding" shall include all activities, events or services provided, arranged, organized, conducted or authorized by the Releasees including but not limited to travel to and from the Dogsledding terminus; orientational, instructional and training sessions; and other such activities, events and services in any way connected with or related to Dogsledding.

**ASSUMPTION OF RISKS**

I am aware that Dogsledding involves many risks, dangers and hazards including, but not limited to: changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain used for Dogsledding which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; collisions with pedestrians, snowmobiles and other vehicles, equipment, or structures, snowcat roads, road-banks or cut-banks; impact or collision with other dog sleds; avalanches; encounters with wild and domestic animals; violent and unexpected forces and movement which may aggravate previous injuries; being bitten by the dogs; overturning of the sled, breakdown or failure of equipment; negligence of other passengers 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 ASSOCIATED WITH DOGSLEDDING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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

In consideration of being permitted to participating in Dogsledding and for other 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 Dogsledding 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 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 REFERRED TO ABOVE;

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party resulting from participation in Dogsledding;
- 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 upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.

**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.**

Signature of Witness
Print Witness's Name clearly

Signature of Participant
Date
Signature of Parent / Guardian if under 19 years of age