

**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!

INITIAL

TO: Loon Lake Community Recreational and Agricultural Society (LLCRAS) directors, officers, representatives, guides, sponsors, successors and assigns, and HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (all of whom are hereinafter collectively referred to as the "Releases").

Name: _____ Last First

Address: _____
Street City Prov Postal Code

List Children under 16: _____

DEFINITION: In this Release Agreement, the term "**Off Road Vehicle (ORV) Activities**" shall include all All-Terrain/Utility/Side-by-Side Vehicle, Restricted Use Motorcycle(RUM) activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: use or operation of ORV, guided ORV tours; travel to and from the ORV trailhead or marshalling areas; back country travel; orientation, training and instructional courses, seminars and sessions; and all other activities, events and services provided by the Releasees connected with ORV Activities.

ASSUMPTION OF RISKS I am aware that participation in ORV Activities involves risks, dangers and hazards including, but not limited to: changing weather conditions and visibility; mechanical failure of equipment; difficulty or inability to control one's speed, direction, stopping distances and turning radius; variation or steepness in terrain; loss of balance; ORV rollover; variation or changes in the riding surface including holes, depressions, loose gravel, exposed rock, pavement, snow, ice, earth, mud pits, trees, tree wells, tree stumps, forest deadfall or and other hazards and obstacles; travel through or beside streams or creeks; collision or contact with other vehicles, equipment, structures and other persons; avalanches; encounters with wildlife, including bears and cougars; travel on highways and back-country roads; becoming lost or separated from the guides, instructors or other participants; slips and falls; negligent first aid; failing to act safely or within one's own ability or stay within designated areas; negligence of other persons; and **NEGLIGENCE 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 THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.**

The terrain used for ORV Activities may be uncontrolled and not inspected, and hazards may be unmarked. Communication in the remote terrain which is sometimes used for ATV Activities 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 PARTICIPATION IN ORV ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY FOR 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 ORV activities and my use of the equipment, vehicles, parking and other facilities, 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 ORV 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 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 THE RISKS, DANGERS AND HAZARDS OF ORV ACTIVITIES REFERRED TO ABOVE;

2. **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 ATV Activities.

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.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me (and any minor children listed above) being used for advertising, promotional or marketing purposes. 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 ORV Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant

Date

Signature of Parent/Guardian if under 19 years of age

Witness