

FERNIE WILDERNESS ADVENTURES INC.

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.

READ CAREFULLY!!

Initial here to indicate you understand this statement

Empty box for signature/initials

TO: FERNIE WILDERNESS ADVENTURES INC. including all of its principals, servants, agents, contractors, directors, officers, and employees (herein collectively referred to as the "Releasees").

Form with fields: Name last, first, middle, Date of Birth, Address Street, City, Province/State, Code, Country, email:

In this agreement, "Wilderness Skiing" shall include skiing, snowboarding, telemark skiing, and monoboardng in wilderness areas.

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS: I understand and acknowledge that Wilderness Skiing involves many risks, dangers, and hazards in addition to those normally associated with downhill skiing. The alpine terrain used for Wilderness Skiing is uncontrolled, unmarked, is not inspected and involves many risks including but not limited to boarding, riding, and disembarking snow cats and snowmobiles, changing weather conditions; avalanches; animal attack; exposed or hidden rock, earth, ice, and other natural objects; trees, tree wells, stumps, forest dead fall, holes and depressions and the conditions of snow or ice on or below the snow surface; snow cornices, cliffs; variable and difficult snow conditions; changes or variations in the surface or subsurface, including changes due to man-made snow structures such as cat roads, changes or variations in the terrain which may create blind spots or areas of reduced visibility, crevasses; snow cat roads; traverses; fences and other artificial structures; streams, creeks and concealed weakness and/or holes in the snow pack above streams or creeks; snow cat roads or cut banks, impact or collision with others, fences, snow cats, snowmobiles and/or other vehicles; weather and exposure-related injury and/or death; the failure to engage in Wilderness Skiing safely or within one's ability or within designated areas, lapses in my own attention, acts or omissions of other clients of the Releasees, acts or omissions and what may be considered to be negligence by the Releasees including but not limited to the failure on the part of the Releasees to warn, safeguard or protect me from the risks, dangers, and hazards of Wilderness Skiing. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. Skiers may become lost or separated from their party or guide. Communication in alpine terrain is difficult and in the event of an accident, rescue and medical treatment may be unavailable for unknown lengths of time due to alpine weather conditions which may be extreme and can change rapidly and without warning, making travel by snowcat, helicopter, or other means, dangerous or impossible.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: I am in sound physical and mental condition and am able to take part in Wilderness Skiing, and can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur.

AGREEMENT TO CARE FOR MINORS: I agree that I am solely responsible for the care and supervision of the minor child (the "Minor") whose date of birth is, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in Wilderness Skiing.

INITIAL or N/A box

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of Wilderness Skiing and totally accept all risks and responsibility for damages which I incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to myself, my property, or others or their property, including injury and death.

ACCEPTANCE OF PERSONAL RESPONSIBILITY: If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards in the location where I will be engaging therein while a client of the Releasees, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the services provided to me by the Releasees and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasees AND I RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) travel beyond the ski area boundary, (iii) my participation in activities arranged in whole or in part by the Releasees, 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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF WILDERNESS SKIING.

- 2. I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. 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 law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my Heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

SIGNED, SEALED AND DELIVERED THIS DAY OF, 20. TRANSCEIVER NUMBER:

Form with fields: SIGNATURE, WITNESS SIGNATURE, PRINT NAME CLEARLY, WITNESS NAME

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.