

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

NAME	LAST	FIRST	MIDDLE INITIAL
ADDRESS	STREET	CITY	PROVINCE/ STATE
COUNTRY	POSTAL CODE	DATE OF BIRTH	AGE

TO: **Alpine Country Rentals Ltd., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their directors, officers, employees, agents, guides, instructors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees")**

DEFINITIONS

In this agreement the term "Snowmobiling" shall include all activities, events or services provided, arranged, sponsored or authorized by Alpine Country Rentals Ltd. including but not limited to: use or operation of Snowmobiles; use of avalanche equipment; tours; transportation or travel to or from the trail head or marshalling areas; back country travel; orientation or instructional courses, seminars and sessions; and all other such activities, events and services in any way connected with or related to Alpine Country Rentals Ltd.

ACKNOWLEDGEMENT OF SAFETY

I know how to use this equipment or will inform myself prior to using it. I acknowledge that avalanche transceivers can be affected by other electronic devices. I accept the consequences of my actions and assume full responsibility for the equipment rented from the Releasees. I have inspected the equipment and have found it to be in good working condition. I assume all risk involved in the use of this equipment but not limited to malfunctioning, depleted batteries or air cylinders, etc. I will return the said equipment in full functioning state or inform the Releasees of any malfunction or loss of function otherwise.

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ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, BACK COUNTRY TRAVEL, WEATHER, ETC.

I am aware that Snowmobiling and associated activities involves many risks, dangers and hazards. Avalanches occur frequently in the alpine terrain used for Snowmobiling and associated activities and may be caused by natural forces or persons. I acknowledge and accept that the Releasee may fail to predict the event of avalanches. The alpine terrain used for snowmobiling is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanches, including but not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks, boulders, forest dead fall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads, road banks, cut-banks, fences and other man-made structures; mechanical failure of Snowmobiles; difficulty or inability to control one's speed and direction; loss of balance resulting in flipping or rolling the Snowmobile; encounters with wildlife including bears, cougars and wolves; travel on highways and back country roads; collision with other Snowmobiles, other motorized vehicles, equipment, other persons or other natural or man-made objects; becoming lost or separated from the guides or other participants; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING. Communication in the alpine terrain is difficult and in the event of an accident, rescue or medical treatment may not be readily available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by Snowmobile hazardous.

I FREELY ACCEPT AND FULLY ASSUME ALL 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 allowing me to participate in Snowmobiling and for permitting my use of their premises, equipment, avalanche equipment, trails and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 Snowmobiling, **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 OF THE SNOWMOBILING REFERRED TO ABOVE;**

INITIAL

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage to property of or personal injury to, any third party, resulting from my participation in **Snowmobiling**;
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- 4. 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 laws of the Province of British Columbia and no other jurisdiction; and
- 5. 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 the Courts of the Province of British Columbia.
- 6. **I WILL BE RESPONSIBLE FOR AND PROMPTLY REIMBURSE THE COMPANY FOR ANY LOSS OR DAMAGE TO THEIR EQUIPMENT OR ACCESSORIES**, however arising, whether caused by my negligence or otherwise, including lost rental day(s), cylinder air refill, the cost of the parts, labour, and freight incurred in repairing the damages that I caused. **PROHIBITED USE:** The equipment shall not be operated or used by anyone not named in the agreement, by anyone whose ability and/or judgement is impaired by alcohol, drugs, fatigue or medication.

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 **Snowmobiling**, or use of **Avalanche Equipment** other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I DO NOT HAVE ANY PHYSICAL LIMITATIONS THAT THE COMPANY SHOULD KNOW ABOUT PRIOR TO MY TOUR OR RENTAL.

WITNESS _____	SIGNATURE OF PARTICIPANT _____
DATE _____	SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 19 YEARS OF AGE _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, SIGNED, DATED AND WITNESSED BY ALPINE COUNTRY RENTALS LTD. PRIOR TO PARTICIPATING WITH ALPINE COUNTRY RENTALS LTD.

DAMAGE DEPOSIT

CASH: \$ _____

RETURNED: _____

	Equip #	# Days	Dates of Rental	Price	P ?	R ?
Avalanche Bag				50.00		
Avalanche Bag w/				70.00		
Backpack (no air)				45.00		
-Beacon				20.00		
-Shovel				10.00		
-Probe				10.00		

AIRBAG PACK	CHECK-OUT	CHECK-IN	CUSTOMER INITIAL
Pressure on Cylinder Gauge	PSI =	PSI =	
Cylinder is properly installed			
Condition of Buckle(s)			
Condition of Zipper(s)			
Condition of Strap(s)			
Condition of Pull-Cord			
Avalanche Airbag is DRY			
Reviewed "HOW TO DEFLATE THE AIRBAG"			

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

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Alpine Country Rentals Ltd. ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

- I agree as a precondition to my participation in all events organized by "the Company" and/or "the Agents" including, but not limited to: Avalanche Equipment including but not limited to backpack, airbag, transceiver, probe, shovel (collectively referred to as "the Equipment") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
- I acknowledge that "the Equipment" is related to "the Activities" that involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
- I fully understand the risks and dangers associated with my participation in "the Activities" and the use of "the Equipment" and **accept same entirely at my own risk.**
- I hereby **waive any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of renting "the Equipment" or while participating in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents".
- I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".
- I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment or replace at full retail value any Equipment damaged. It is the sole discretion of Alpine Country Rentals Ltd. to repair or replace damaged Equipment.
- I agree to return the Equipment by the agreed date. In the event the Equipment is not returned by the agreed date Alpine Country Rentals Ltd. may charge full retail value of the Equipment.
- I am familiar with the proper use of the Equipment. I understand that the staff are able to answer questions I may have as to the proper use of the equipment.
- I am aware of the following points related specifically to the rental of the Airbag.
 - Despite proper use of the Equipment an avalanche victim can be fully buried and trauma can occur leading to injury or death.
 - Proper use of the Airbag in no way guarantees an avalanche victim survival or injury protection.
 - The Airbag must be deployed by the user themselves by pulling the trigger handle.**
 - Improper handling of the Airbag and compressed air cylinder could result in the cylinder exploding and thus represents the potential for severe injury or death.
 - Sharp objects should not be carried/stored in the backpack and absolutely nothing should be stored in the airbag compartment.

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD.

WITNESS

SIGNATURE PARTICIPANT or PARENT/ GUARDIAN

DATE

PRINT NAME

Name of MOTEL: _____ Room # _____

PRINT NAME OR CHILD / WARD

Driver's license #: _____

Home Phone #: () _____ - _____

Truck license #: _____ Truck Color: _____

Cell Phone #: () _____ - _____