

**ALPINE COUNTRY RENTALS LTD - ATV RENTALS AND TOURS
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 | 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 "ATVing" 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 All Terrain Vehicles; 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 acknowledge that I have been advised to wear a helmet while participating in ATVing. I am aware that there are technicians available to answer questions I may have as to the proper use of the ATV. I am also aware that loose straps and clothing may become caught in the ATV during operation.

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

I am aware that ATVing involves many risks, dangers and hazards. The alpine terrain used for ATVing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards, including but not limited to: trees, tree wells and tree stumps; creeks; rocks, boulders, forest dead fall; holes and depressions; cliffs; variable and difficult conditions; logging roads, road banks, cut-banks, fences and other man-made structures; mechanical failure of ATVs; difficulty or inability to control one's speed and direction; loss of balance resulting in flipping or rolling the ATV; encounters with wildlife including bears, cougars and wolves; travel on highways and back country roads; collision with other ATVs, 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 ATVING. 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 ATV 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 ATVing and for permitting my use of their premises, 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 ATVing, **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 ATVING REFERRED TO ABOVE;**

INITIAL

- 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 **ATVing**;
- 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;
- 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
- 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.
- 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 the cost of the parts, labor, and freight incurred in repairing the damages that I caused.
- PROHIBITED USE:** The vehicle shall not be operated by anyone not named in the agreement, by anyone whose riding ability is impaired by alcohol, drugs, fatigue or medication, or to tow or push any vehicle or person.

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 **ATVing**, 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.

| | Equip # | # Days | Dates of Rental | Price | P ? | R ? |
|-------------|---------|--------|-----------------|-------|-----|------|
| ATV | | | | | | |
| ATV | | | | | | |
| TOUR | | | | | | |
| TOUR | | | | | | |
| Insurance | YES | ----- | | | | ---- |
| Helmet | | | | | | |
| Goggles | | | | | | |
| Back-Pack | | | | | | |
| Trailer 2/4 | | | | | | |

**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.

1. I agree as a precondition to my participation in all events organized by “the Company” and/or “the Agents” including, but not limited to: **ATV Rental, Equipment Rental, ATV Tour** (collectively referred to as “the Activities”) 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”).

2. I acknowledge that “the Activities” involve **inherent risks and dangers that may cause serious injury and possible death to participants.**

3. I fully understand the risks and dangers associated with my participation in “the Activities” and **accept same entirely at my own risk.**

4. 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 my participation 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”.

5. 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 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

PRINT NAME OR CHILD / WARD

Driver’s license #: _____

Home Phone #: () _____ - _____

Truck license #: _____

Cell Phone #: () _____ - _____

Truck color: _____

Name and room # of motel where staying:
