**RELEASE OF LIABILITY, WAIVER OF CLAIMS,**

**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,“Participant”, acknowledge that I have voluntarily applied to participate in the ATVing “activity” at \_\_\_\_\_\_\_(address)\_\_\_\_\_\_ “Property.”

I/we are aware that ATVing involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas or reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other atvs and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of atvs and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate an atv safely or within one’s own ability; negligence of other atvers and other persons; 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 as a direct result of my participation in this Activity.

I am aware infectious viruses, COVID, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact or the negligence of other persons is also a risk.

**I/WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ATVing AND I/WE FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGES OR LOSS RESULTING THEREFROM.**

I assume full responsibility, and I forever release the Property, and its respective owners, directors, officers, managers and employees (collectively the Releasees), from any and all actions, claims, or demands that I may have in the future, for any and all harm I may suffer, related to (a) my participation in this Activity, or (b) the negligence or other acts connected to this Activity by any Releasee.

In consideration of the RELEASEES agreeing to my participation in ATVing and permitting my/our use of their services, equipment and other facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we hereby agree as follows:

To waive any and all claims that I/we 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/we 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, on the part of the Releasees, and further including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of participation in the Activity;

To hold harmless and indemnify the Relasees for any and all liability for any property damage, loss or person injury to any third a party resulting from my/our participation in ATVing;

This Release Agreement shall be effective and binding upon my/our heirs, next of kin, executors, administrators, assigns and representatives, in the event of my/our death or incapacity;

This Release Agreement and any rights, duties and obligations as between the parties to the Release Agreement shall be governed by and interpreted solely in accordance to the laws of the Province of British Columbia; and

Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia.

In entering into this Release Agreement I/we are not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participation in ATVing, other than what is set forth in this Release Agreement.

**I/WE CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I/WE ARE AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I/WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I/WE OR MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES AND I/WE SIGN IT OF MY OWN FREE WILL.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Participant’s signature**

Witnesses’ signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Participant’s signature**