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

**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

LAST NAME FIRST NAME

ADDRESS CITY

DATE OF BIRTH AGE CONTACT NUMBER

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,“Participant”, acknowledge that I have voluntarily

applied to participate in the ATVing “activity” at **15966-64 Ave Surrey BC V3S 1Y1** “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, rivers, ponds, puddles and creeks; cliffs, dykes and ditches; crevasses; travel on driveways, travel on roads or pathways on the Property, changes or variations in the terrain which may create new holes, bumps and depressions on or beneath the trail or surface not visible to the eye, 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 coyotes, rabbits, birds and other insects; 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/we are aware that ATVing involves many additional inherent risks, dangers and hazards, including but not limited to: driving, falling, or colliding into the Serpentine River; flipping or rolling-over the ATV; riding the ATV on uneven surfaces; impact or collision with objects, tools, machinery, tractors, tractor implements, farm equipment or other vehicles such as but not limited to: blueberry posts, blueberry plants, blueberry hills ,metal irrigation wire, plastic irrigation pipes, well pumps, disks, rototiller, shipping container, porta potties, retaining wall (concrete blocks) of house preload, other preloads, greenhouses, sheds, trailers, spray-tanks, temporary structures (ie,tents) and future buildings not yet on the Property (winery, store, petting zoo); and riding into the ditch.

I/we are aware that ATVing involves many inherent risks, dangers and hazards, including but not limited to: falling off the ATV while driving (including both driver and passenger of the ATV); getting run over by other ATV’s; driving the ATV onto public roads or boulevards such as 64 Avenue; collision or impact with other motor vehicles on public roads or boulevards; collision or impact with pedestrians; operating the ATV while using electronic devices; the failure to operate an ATV safely or within one’s own ability; negligence of other ATVers and other persons; and impact or collision with farm animals such as but not limited to: chickens, pigs, bees, horses, ponies, cows, turkeys, rabbits, lamas, donkeys, goats and alpacas.

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 Releases 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.**

**Signature or Signature of Parent or Guardian**

 **(if participant is under 19 years of age)**

**Print Name Guardian**

**Signature or Signature of Parent or Guardian**

**(if participant is under 19 years of age)**

**Print Name Guardian**

**Date Signed**

**Witnesses’ signatures**