

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

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Last	First		
Street			
City	Prov/State	Country	Postal Code

TO: The Nature Conservancy of Canada (the "NCC") and its officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this Agreement "Lands" means the lands owned by the NCC that are located in the Regional District of Central Kootenay, British Columbia and are commonly known as the Darkwoods Lands; and "recreational use" means entry onto and use of the Lands for recreational purposes, including but not limited to hiking, driving on roads and sightseeing, between the dates of June 15, 2016 and September 5, 2016, as contemplated under a General Public Access Permit issued by NCC.

ASSUMPTION OF RISKS

I am aware that the recreational use of the Lands involves many risks, dangers and hazards, foreseen and unforeseen, which may result in damage, loss, physical injury to me or my or death, which include but are not limited to:

- Overexertion, dehydration, exposure, fatigue, disorientation;
- Natural and man-made hazards on the Lands, including but not limited to steep, rugged and uneven terrain; unpredictable snow conditions and avalanche risk; landslide; rockfalls; tree falls; floods; variable and extreme weather conditions; roads, trails, paths, bridges, stairs, handrails and guardrails that are not regularly maintained and inspected and may be in a hazardous or dangerous condition; traffic on roads and railway tracks; forestry activities; absence of footholds, handholds, guardrails, and fences; absence of signs warning of hazards;
- Hazards created by road construction, road deactivation, falling trees, harvesting, clearing or cutting activities;
- Wildlife that may attack, injure or kill humans, including bears and cougars;
- Limited or no availability of first aid, medical care, communications facilities, or search and rescue in the event of an accident;
- Negligent advice regarding recreational use of the Lands given to me by any person;
- My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE OF THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees take no responsibility to safeguard or protect me from the risks, dangers and hazards of the recreational use of the Lands, some of which are referred to above, and that I may have to exercise extra care for my own person as well as for others around me in the face of such hazards and risks.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to enter onto the Lands and to make recreational use of the Lands, 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 entry onto the Lands and my recreational use of the Lands DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence of the part of the Releasees;
 - breach of contract by the Releasees;
 - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, RSBC 1996, c. 303, on the part of the Releasees; andthe failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Lands and the recreational use of the Lands, some of which are referred to in the Assumption of Risks section of this Agreement.

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- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my recreational use of the Lands.
- 3. Despite the risks, dangers and hazards of my recreational use of the Lands, and fully understanding such risks, dangers and hazards, I wish to enter onto the Lands, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.**
- 4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.**

SAFETY: In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the condition of the Lands or the safety of the Lands for recreational use other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or die or cause personal injury or property damage to any third party while making recreational use of the Lands.

JURISDICTION: 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 I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. 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.

Signature:	Date:
Please Print Name:	Witness: