

LICENSE AGREEMENT

THIS LICENSE is dated for reference the 30th day of June, 2012.

FILE COPY

BETWEEN

The Nature Conservancy of Canada, a corporation incorporated under the laws of Canada with an office at 200-825 Broughton Street, Victoria BC, V8W 1E5.

(the "Licensor")

AND

The Kootenay Mountaineering Club, a non-profit society based in the Kootenay region of southeastern British Columbia, Box 3195, Castlegar BC, V1N 3H5

(the "Licensee")

Whereas:

The Nature Conservancy of Canada is the registered owner of lands located in the Regional District of Central Kootenay, BC, legally described in Schedule "D" attached to this License (the "Lands"). The Lands are held by the Nature Conservancy of Canada for conservation purposes;

The Licensee has requested the Licensor to grant a conditional license to the Licensee with the objective of obtaining motorized access to specified portions of the Lands for the purpose of recreational mountaineering only.

NOW THEREFORE in consideration of the covenants by each party to the other contained in this License, the parties agree as follows:

1. License

The Licensor licences the Licensee's members and invited guests (the "Users") to access portions of the Lands specified herein using on-road motorized vehicles for the purpose of recreational mountaineering under the terms and conditions contained herein. No other use of the Lands is contemplated or permitted by the Licensor. Without restricting the generality of the foregoing, no use of the Lands by the Licensee is allowed for the purpose of hunting, trapping, transporting game carcasses, logging, ATV-use, motor biking, firewood-cutting, or any other activities of the Licensee. Additionally, no fires or dogs are permitted anywhere on the Lands. This License does not include access on adjacent private properties. The Licensee will be responsible for obtaining access through all other private lands.

2. Licensed Area

For the purposes of this License, motorized access for recreational mountaineering is restricted to existing roads designated as "KMC Motorized Access" on the attached map/plan ("Schedule A").

In order to accommodate mountaineering trips, the Licensee will be allowed 'special motorized access' five times per year to all areas of the property except for areas designated as "No Public Access Area" on Schedule A. Each trip shall be no longer than 3 days which must take place on Saturdays, Sundays and statutory holidays (see Schedule "E"). The Licensee must file a plan with the Licensor's Canadian Rockies Program Manager (Nancy Newhouse) one week prior to each trip.

The Licensed Area specifically excludes any skid trails, clear cuts, logged areas, or tree plantation/regeneration areas located within the Lands.

3. **Term of License**

The term of this License shall commence on July 1, 2012 and end on June 30th, 2013.

4. **Waste Removal**

Any waste, litter, or garbage generated by the Licensee while in the Licensed Area shall be removed by the Licensee. Should the Licensee fail to abide by this use requirement, it shall indemnify the Licensors for any costs associated with such removal and any costs incurred by the Licensors in removing such waste, litter or garbage shall be a debt owed by the Licensee to the Licensors.

5. **Respect for Adjacent Property Owners**

In accessing and using the Licensed Area, the Licensee shall respect the rights of adjacent property owners. Without limiting the generality of the foregoing, the Licensee's Users shall ensure that their vehicles are parked in a non-obstructive manner.

6. **Insurance**

The Licensee shall at its own expense, keep in force public liability and property damage insurance with regard to its operations/activities as Licensee within the Licensed Area. The limits of such insurance shall not be less than \$5,000,000 per person, \$5,000,000 per accident and property damage liability insurance shall not be less than \$5,000,000. The Nature Conservancy of Canada shall be named as an additional insured party. Proof of such insurance shall be delivered to the Licensors within 10 days of the execution of this License and, in no case later than the first date of the term of the License. The policies shall provide that no modification, termination, or cancellation shall be effective unless at least ten (10) days prior written notice has been given to the Licensors by the insurance company(ies) involved.

7. **Compliance with Law**

The Licensee shall not do or permit any acts or omissions, which may be detrimental or cause damage to the Lands or the Licensors. The Licensee shall take all reasonable steps to ensure that while in the Licensed Area its members and invited guests behave in a responsible manner and shall abide by all applicable statutes and regulations.

8. **Indemnity**

The Licensee covenants and agrees to indemnify and save harmless the Licensors, its officers, employees, agents, contractors, and volunteers from any and all claims, causes of action, suits, demands, expenses, costs, and legal fees whatsoever that anyone might have against the Licensors or the Licensee for any loss or damage or injury, including but not limited to economic loss, that arises out of or is caused by any activities carried out by the Licensee.

9. **Waiver**

The Licensee is responsible for informing and educating the Users regarding the rights and responsibilities under this License and, without limiting the generality of the foregoing, for providing every User with copies of the waiver attached and forming Schedule "B" to this License, and attending to the execution of same in the manner described in the Instructions for Execution of Waiver Forms attached as Schedule "C" to this License. The Licensee shall provide the executed waivers to the Licensors on a regular basis as agreed to by the parties from time to time, and in any case, prior to the use of the Lands by any User.

10. Non-Assignability

This License is personal and shall not be assigned either in whole or in part by the Licensee.

11. Avoidance and Reporting Requirement

The Licensee shall report to the Licensor any evidence of unauthorized activities or other unauthorized entries into the Licensed Area. If caribou are observed within the Licensed Area, The Licensee will require Users to use immediate avoidance strategies. The Licensee shall report to the Licensors any evidence of caribou use observed during mountaineering activities (e.g. tracks, droppings).

The Licensee shall report any unauthorized use of the Lands to the Licensor.

12. Hazards

The Licensee shall be aware that backcountry travel is hazardous. Forestry roads are not maintained to the same degree as public roads. Wash-outs, slides or fallen trees can occur at any time. The Licensee shall be prepared to deal with these hazards as they arise.

Smoking materials and sparks from vehicles can easily start a forest fire. The Licensee shall use ash trays, not start camp fires and will pay attention to fire ratings. The Licensee shall carry sufficient water to put out any accidental fire ignitions.

The Licensee shall immediately report any forest fires on the property to the BC Ministry of Forests, Lands and Natural Resource Operations.

12. Revocation by Licensor

At any time, without the necessity of establishing and/or citing a breach of any of the foregoing provisions, the Licensor may, without need of any notice period, revoke this License by notifying the Licensee either by telephone or in writing.

13. Notice

The Licensor:

The Nature Conservancy of Canada
200-825 Broughton Street
Victoria, BC V8W 1E5
Phone: (250) 342-5521
Fax: (250) 342-7401

The Licensee:

The Kootenay Mountaineering Club (Peter Oostlander, President)
3764 Carnation Drive
Trail, BC V1R 2W7
Phone: (250) 368-3963

14. **Headings**

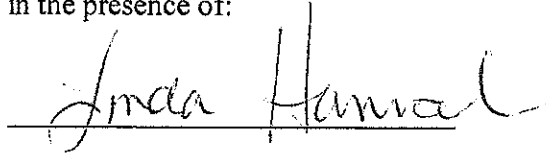
The headings in this License are inserted for reference purposes only and in no way limit or define any of the provisions contained herein.

Witness our hands and seals.

EXECUTED AND DELIVERED

By The Nature Conservancy of Canada

in the presence of:

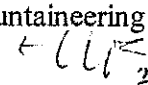


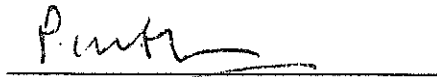
Authorized Signatory

EXECUTED AND DELIVERED

by the Kootenay Mountaineering Club

in the presence of:

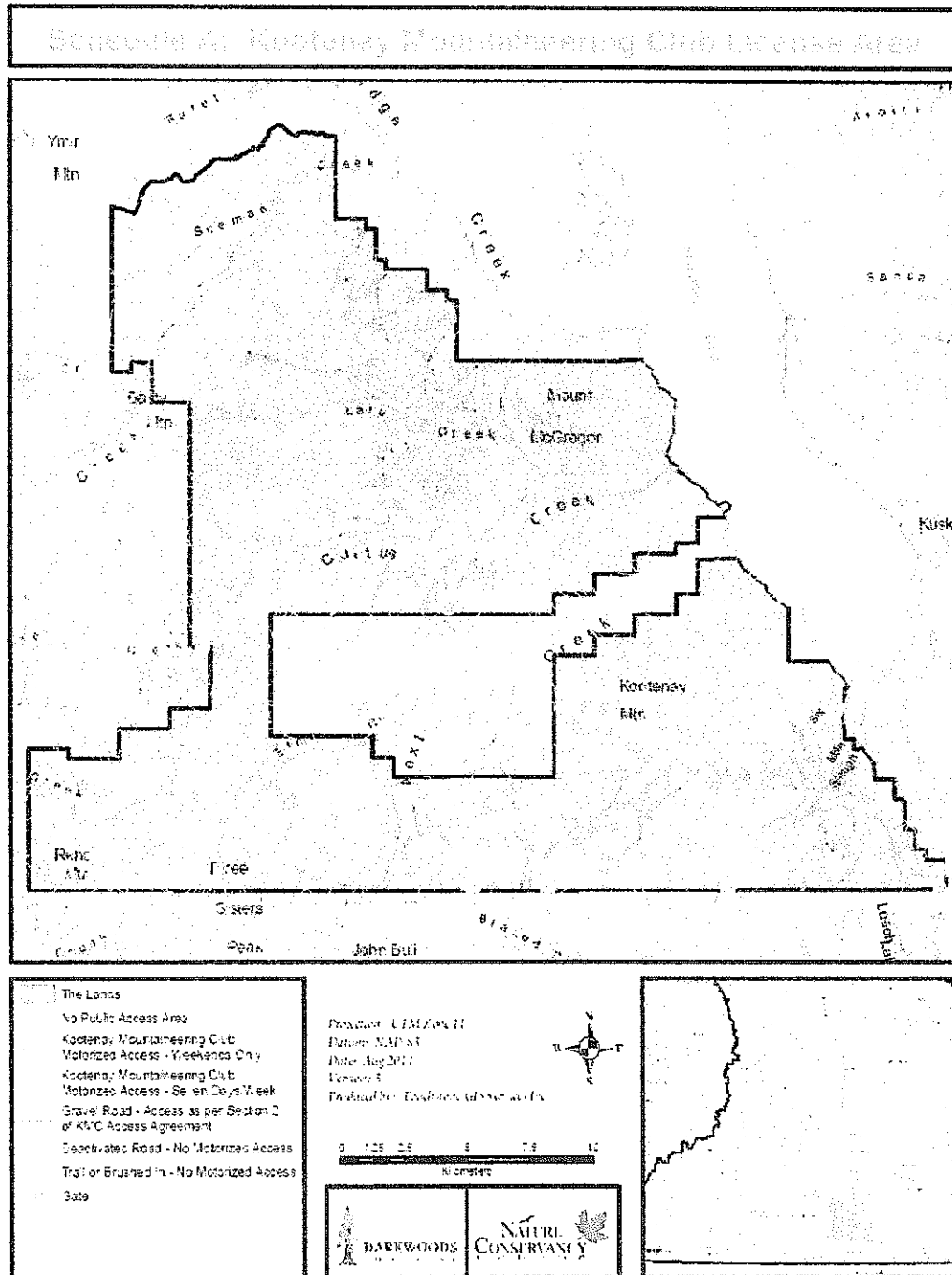
 ELENA CIGALA-FULGOSI
27 JUN 2012



Authorized Signatory

PETER COSTLANDER

SCHEDULE "A" **the "Licensed Area"**



SCHEDULE "B"
The "Waiver"

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	
Initial <input type="text"/>	

Last <input type="text"/>	First <input type="text"/>	Country <input type="text"/>	Postal Code <input type="text"/>
Street <input type="text"/>	Prov/State <input type="text"/>		
City <input type="text"/>			

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, and mountaineering, between the dates of July 1, 2012 and June 30, 2013, as a member of the Kootenay Outdoor Recreation Society (the "Society"), as contemplated under a Licence of Use between NCC and the Society dated June 30, 2012.

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 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;
- 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 the KMC or any other 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: <ul style="list-style-type: none">• 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; and• the 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: <input type="text"/>	Date: <input type="text"/>
Please Print Name: <input type="text"/>	Witness: <input type="text"/>

SCHEDULE "C"
Instructions for Execution of Waiver Forms

The Nature Conservancy of Canada ("NCC") has entered into a Licence Agreement with the **Kootenay Mountaineering Club** (the "**KMC**") for the recreational use of the lands known as the Darkwoods Lands (the "**Lands**") by the KMC and its members or users between **July 1, 2012** and **June 30, 2013**. As a condition of the grant of the Licence, the NCC requires that each member of the KMC and each user using the Lands under this License Agreement sign a Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement in favour of the NCC, before that member enters onto or uses the Lands.

Please ensure that the Waiver forms are completed and signed by each member of the Organization as follows:

1. The full name and address of the member or user must be inserted in the space provided;
2. The member or user must read the form before signing;
3. The member or user must initial the form in the space provided in the lower right-hand corner of the box containing the words "Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement";
4. The member or user must sign and print their name in the space provided at the bottom of the form in the presence of a witness, preferably a member of the executive of the KMC;
5. The witness must sign the form in the space provided and insert the date of signing;

A member or user wishing to enter upon and use the NCC's Lands must agree to the terms and conditions of the Waiver form as consideration for NCC's permission to enter onto and use the Lands. Members who do not agree to the terms and conditions of the form do not have NCC's permission to enter onto and use the Lands.

SCHEDULE "D"
Legal Description of the "Lands"

PID 007-608-349	Sublot 1, District Lot 2381, Kootenay District, Plan X74, except (1) Plans 1760 and NEP77791 and (2) Part in Lot 15184 known as "Tramline" MC
PID 007-608-594	Sublot 7, District Lot 2381, Kootenay District, Plan X74
PID 007-608-446	District Lot 887, Kootenay District, except part included in Plan 1760
PID 026-235-927	District Lot 15184, Kootenay District

SCHEDULE "E"
Canadian Statutory Holidays

Month	Date	Holiday
July	1st	Canada Day
Aug.	6th	Civic Holiday
Sept.	3rd	Labour Day
Oct.	8th	Thanksgiving
Nov.	11th	Remembrance/ Armistice Day
Dec.	26th	Christmas Holiday
	27th	Boxing Day
Jan.	3rd	New Year's Day
March/April	29th	Good Friday
	1st	Easter Monday
May	20th	Victoria Day