

CODY CAVE TOURS LTD.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

Initial
Here

Name
Address Phone

TO: CODY CAVE TOURS LTD., their respective directors, officers, employees, volunteers, independent contractors, subcontractors, guides, sponsors, agents and representatives, and **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,** represented by the minister responsible for the *Park Act*, Parliament Buildings, Victoria, BC, (herein **"THE PROVINCE OF BC"**) and its servants, agents or employees, all of whom are hereinafter collectively referred to as the **"Releasees"**.

DEFINITION

In this agreement the term **"Caving Activities"** shall include all activities, services and use of facilities and equipment provided by or arranged by the Releasees including, but not limited to, orientation and instruction sessions, climbing, rappelling snow shoeing, skiing and other activities associated with access and exploration of caves (hereinafter all referred to as **"Caving Activities"**).

ASSUMPTION OF RISKS

I am aware that Caving Activities involve certain risks, dangers, and hazards including, but not limited to: steep slopes composed of rock or loose rock and dirt; tight passages and vertical drops that could delay medical assistance or evacuation from the cave in the event of an injury; vertical pits and steep walls that may contribute to falls; wet, loose or rotten rock that may result in falls or falling rock; pools, streams, waterfalls, spray and drips that may result in discomfort or cold, and may lead to hypothermia; water within the cave environment that may not be fit for consumption; breakage, malfunction or failure of equipment used in caving activities including but not limited to helmets, head lamps, climbing ropes, climbing harnesses, anchor points, ladders, walk-way ramps and railings; snow, ice, avalanche, negligence on the part of other participants in the Caving Activities; and NEGLIGENCE ON THE PART OF CODY CAVE TOURS LTD. and THE PROVINCE OF BC OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CAVING ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CAVING ACTIVITIES AT CODY CAVE TOURS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Do you have any medical or physical condition we should know about?

Initial Here

Yes ____ No ____ Specify

CODY CAVE TOURS LTD.

RELEASE of LIABILITY, WAIVER OF CLAIMS, and INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation, at my request, in the Caving Activities, 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 Caving Activities, 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 RSBC**) 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 THE CAVING ACTIVITIES REFERRED TO ABOVE;

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Caving Activities;
3. That this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. That this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. That any litigation involving the parties to this Release 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.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the adventure program other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I confirm that I am of the full age of nineteen years.

I FURTHER THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM REPRESENTING THAT I AM LEGALLY AUTHORIZED TO and AM IN FACT WAIVING CERTAIN LEGAL RIGHTS WHICH any and all minor children (under 19 years of age), if any, who are accompanying me, and their respective HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ___ day of _____, 20__.

Witness

Signature of participant
Print name clearly
Signature of Parent or Legal Guardian