

Liability Waiver & Indemnity Agreement

**Warning: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.
READ IT CAREFULLY BEFORE AGREEING!**

By participating with Koingo Software, Inc's Adventure Kelowna (herein after referred to as ADVENTURE KELOWNA) by attending events or using the AdventureKelowna.org web site, you agree to the following terms.

Club activities which include but are not limited to web site use, cooking, bowling, pool, scavenger hunts, lazer tag, board games, hiking, ice climbing, mountaineering, scrambling, skating, skiing, ski mountaineering, snowshoeing, white water rafting, zip lining, rock climbing, social activities or any combination of these or similar activities (collectively referred to below as "EVENTS"), the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("ADVENTURE KELOWNA Waiver") are entered into by yourself with and for the benefit of the ADVENTURE KELOWNA and the "PERSONNEL" (as defined below).

EVENTS: defined as starting at the trail head where group assembles to commence the activity and ends when the group arrives at the planned trail end. Or, defined as a user's interaction in any form with our web site. If the EVENT is a social activity and not an outdoor physical activity, it is defined to start at the location or locations where the social activities are planned to take place and end when the participant leaves that location or locations. This waiver is not to be construed as a release of a driver of any vehicle with respect to any cause of action that may arise as a result of the operation or use of a motor vehicle.

You, on behalf of yourself, your next of kin, your heir, executors, administrators and assigns hereby waive any and all claims that you have or may in the future have against, and release from all liability and agree not to sue, the ADVENTURE KELOWNA, and any of their club members, trip or event organizers, trip or event leaders, trip or EVENT participants, volunteers, directors, officers, servants, agents, representatives or independent contractors, including any paid instructors or guides, (herein collectively referred to as PERSONNEL") for any personal injury, death, property damage or other loss that you sustain during or as a result of any EVENT due to any cause whatsoever on the part of any one or more of ADVENTURE KELOWNA, PERSONNEL, or others, including:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the backpacking, climbing, hiking, ice climbing, mountaineering, scrambling, skiing, ski mountaineering, or other similar adventure industry in the Province of British Columbia for the safety of participants);
- (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment of any kind.

You are aware of the risks inherent in EVENTS, including but not limited to :

AVALANCHES, ROCK FALL OR ICE FALL: which can frequently occur in the mountain terrain used for EVENTS and may be caused by natural forces including steepness of slopes, snow or ice depth, instability of the snowpack or rock or glacier, or changing weather conditions, or by people such as climbers or skiers, or by aircraft or helicopter or the failure for any reason of ADVENTURE KELOWNA or PERSONNEL to predict whether the terrain is safe for EVENTS or where or when an avalanche, rock fall or ice fall may or may not occur;

MOUNTAINOUS AND STEEP TERRAIN: where a fall, whether roped or unroped, may cause injury or death. In addition, the mountainous areas used for EVENTS have areas and steep slopes which in their natural state have many dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles and hazards include glacier crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas may also have dangerous man-made obstacles and hazards which may include logging and other roads, steep road banks, fences and other structures. The areas used for EVENTS may not have been travelled previously and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, trip participants may become lost or separated from their trip leaders or companions. Communication in this mountainous terrain is always difficult and, in the event of an accident, rescue and medical treatment may not be available;

EQUIPMENT: equipment used for EVENTS may fail. The equipment used may include, but is not limited to, ropes, helmets, harnesses, climbing protection, ice tools, skis, boots, ski poles, and avalanche transceivers. This equipment may be provided by the ADVENTURE KELOWNA, PERSONNEL, or other participants or other backcountry travellers or it may be affixed to the mountain or trail;

WEATHER: weather conditions may be extreme and can change rapidly without warning and may cause injury or death;

ALTITUDE: the altitude of areas used for EVENTS may cause illness or death;

WILD ANIMALS: which are unpredictable in nature and may attack mountain or wilderness travellers;

RIVER OR CREEK CROSSINGS: You are aware that rivers or creeks have many dangerous obstacles and hazards many of which are hidden and cannot easily be foreseen including frigid water, rapids, turbulent currents, whirlpools and undercurrents, submerged rocks and rock outcroppings, fallen trees, ledges, drop-offs and waterfalls; that there is a significant risk of injury or death from these hazards including by drowning or from hypothermia or delay in rescue;

ADVENTURE KELOWNA, PERSONNEL, ITS VOLUNTEERS AND OTHER ATTENDEES, MOUNTAINEERS ETC.: the conduct, including negligence, of ADVENTURE KELOWNA or the Personnel and of all other attendees, backpackers, climbers, hikers, mountaineers, scramblers, skiers or snowshoers, whether they are associated with ADVENTURE KELOWNA or not or on independent trips in the same location; you assume and accept all the risks and dangers inherent in EVENTS and the possibility of personal injury, death, property damage or other loss as a result. You agree that, although ADVENTURE KELOWNA and PERSONNEL may take precautions to reduce the risks and increase the safety of ADVENTURE KELOWNA trips and to determine whether a particular mountain or other terrain is safe from the risk of avalanche or other hazards, it is not possible for ADVENTURE KELOWNA or PERSONNEL to make these activities completely safe or to predict with complete assurance whether the terrain or activity is safe. You willingly accept these risks and agree to the terms of this ADVENTURE KELOWNA Waiver and agree to waive your legal rights, even if ADVENTURE KELOWNA or any of PERSONNEL are found in law to be negligent or in breach of a duty of care or any other obligation to me

in their conduct of any EVENT.

You are aware that the enjoyment and excitement of the activities engaged in on EVENTS are derived in part from backpacking, hiking, walking, scrambling, climbing or skiing in wild, rugged, uncontrolled environments and is contributed to by the inherent risks of these activities.

In agreeing to this ADVENTURE KELOWNA Waiver, you are not relying on any oral, written or visual statements of any kind, including promotional statements made by ADVENTURE KELOWNA in their documents or website or by any of PERSONNEL to induce you to go on an EVENT.

You agree that the ADVENTURE KELOWNA Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and you agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation pertaining to this agreement or arising out of your EVENT shall be instituted in British Columbia and nowhere else.

You confirm that you are of the full age of eighteen years, that you have had sufficient time to read and have read and understood what you are agreeing to in this ADVENTURE KELOWNA Waiver before signing it and that it will be binding upon your heirs, next of kin, executors, administrators and successors.

If this ADVENTURE KELOWNA Waiver is given on behalf of a child under the age of eighteen years of age, you hereby represent and warrant that you are a legal guardian of the said child and a custodial parent of the said child and you are authorized to sign legal documents affecting the rights of the said child. You acknowledge that the ADVENTURE KELOWNA is specifically relying upon these representations in allowing the child to participate in a EVENT. You hereby agree to indemnify the ADVENTURE KELOWNA and/or PERSONNEL for any monetary award or settlement and all solicitor and client costs arising out of any legal action brought on behalf of the said child for damages for injuries or losses arising out of the EVENT for which you have agreed to in this ADVENTURE KELOWNA Waiver.

Participant's Name (Please Print)

Participant's Signature

Date

For participants under 19:

Witness Name (Please Print)

Witness Signature