

HIAD VENTURE CORPORATION

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

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

INITIAL HERE

PLEASE READ CAREFULLY!

Name	
Address	

TO: HIAD VENTURE CORP.
Kaslo, British Columbia
(hereinafter referred to as "HIAD VENTURE")

HER MAJESTY THE QUEEN
IN RIGHT OF BRITISH COLUMBIA
(hereinafter referred to as "THE PROVINCE")

DEFINITION

In this agreement, the term "**Caving Activities**" shall include all activities, services and use of facilities and equipment provided by or arranged by either Hiad Venture or The Province which are in any way related to Cody Caves, including but not limited to orientation and instructional sessions and all climbing, rapelling and other activities associated with exploration of Cody Caves.

ASSUMPTION OF RISKS

I am aware that Caving Activities at Cody Caves Provincial Park 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, walk-way ramps and ladders; negligence on the part of other participants in the Caving Activities; and NEGLIGENCE ON THE PART OF HIAD VENTURE and THE PROVINCE OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES, INCLUDING THE FAILURE ON THE PART OF HIAD VENTURE, THE PROVINCE OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES 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 CAVES PROVINCIAL PARK 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of HIAD VENTURE and THE PROVINCE allowing me to participate in Caving Activities at Cody Caves Provincial Park, 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 HIAD VENTURE and THE PROVINCE, and their directors, officers, employees, agents, guides, instructors and representatives (all of whom are hereinafter collectively referred to as 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 at Cody Caves Provincial Park, 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, R.S.B.C. 1979, c. 303, ON THE PART OF THE RELEASEES;

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 the **Caving Activities**;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. 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 British Columbia and no other jurisdiction; and
5. 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.

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

Signed this ___ day of _____, 20__

Witness

Signature of participant
Please print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN THE CAVING ACTIVITIES AT CODY CAVES PROVINCIAL PARK.