

**EXCLUSION OF LIABILITY - ASSUMPTION OF RISK
THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY!**

As a condition of use of these facilities, the Ticket Holder assumes all risk of personal injury, death or property loss resulting from any cause whatsoever including but not limited to: the risks, dangers and hazards of 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, or 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 agree to waive any and all claims that I have or may have in the future against Hiad Venture Corp. And the Province of B.C., their directors, officers, employees, agents, guides, instructors and representatives (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 the negligence, breach of contract or breach of any statutory duty of care, including those owed under the Occupiers Liability Act, RSBC 1979, c.303, on the part of the Releasees. I agree to hold harmless and indemnify the Releasees from any and all liability or personal injury to any third party resulting from my participation in caving activities.

HIAD VENTURE CORPORATION'S LIABILITY IS EXCLUDED BY THESE CONDITIONS.

I AGREE TO FOLLOW THE INSTRUCTIONS OF THE GUIDE AT ALL TIMES DURING THE TOUR.