



**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. **PLEASE READ CAREFULLY**



Last Name	First Name	Middle Initial
Address		City
Prov/State	Country	Postal Code
Date of Birth (day / month / year)	Age	File # (office use)

TO: **KNIGHT INLET GRIZZLY TOURS LTD.** (the "**Company**") – dba – **KNIGHT INLET LODGE** and their directors, officers, employees, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, assigns, as well as any other persons, firms or corporations who provide services and /or equipment to the Company including but not limited to the owners or lessees of all types of aircraft and watercraft, and the Province of British Columbia (all of whom are hereinafter referred to as "**the Releasees**")

DEFINITION – RESORT ACTIVITIES

In this Release Agreement, the term "**Resort Activities**" shall mean: all grizzly bear and other wildlife viewing activities; sea kayaking; whale watching, hiking; sight-seeing, recreational swimming; bird watching; loading, unloading and travel or movement in or around floatplanes, helicopters, resort marine vessels, or resort vehicles; and shall include all activities, services, accommodations, food and beverage services, use of equipment and facilities either provided, organized, promoted by or arranged by the **Releasees** or in any way related to the **Resort Activities**.

ASSUMPTION OF RISKS

I am aware that grizzly bear watching and all **Resort Activities** undertaken with **the Company** take place in rugged backcountry and coastal wilderness terrain and involve many risks, dangers and hazards including, but not limited to: the inherent danger of being in close proximity to wild animals, transportation by aircraft of all types, off-road vehicles and boats in and around coastal terrain, risk of cold water immersion, changing weather conditions, unstable or slippery ground and other natural hazards and obstacles, streams, and creeks, encounters with wild animals, insect bites including but not limited to: wasps, bees and mosquitos, risk of injury including but not limited to: death; bone breaks, fractures and joint dislocations; concussions or other head injuries; strains, sprains and soft tissue injuries; cuts, lacerations and bruises; hypothermia; allergies, phobias and fears; negligence of other participants in **Resort Activities** associated with grizzly bear watching or any other **Resort Activities**.

Resort Activities involve the risk of infectious disease contracted through viruses, bacteria, parasites, insects, plants, animals, and fungi which may be transmitted through direct or indirect contact. This includes the consumption of farm-to-table products, and foraged edibles.

I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RESORT ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THESE RESORT ACTIVITIES AND THE POSSIBILITY OF LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my sole responsibility and will not be covered by the Releasees. Communication in backcountry, wilderness or alpine areas may be difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Company permitting me to participate in **Resort Activities** and permitting my use of its equipment, facilities and services including, but not limited to, the provision of aircraft and watercraft of all types (hereinafter referred to as the "**Facilities**"), I hereby agree as follows:

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1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Company and the Releasees, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my presence on the Facilities due to any cause whatsoever, **INCLUDING, BUT NOT LIMITED TO, 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. 1996, c. 337, ON THE PART OF THE RELEASEES;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property, or personal injury to any third party resulting from my participation in Resort Activities or use of the Facilities;
3. 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 or incapacity;
4. 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 British Columbia and no other jurisdiction; and;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts 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 participating in Resort Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

GUEST SIGNATURE	WITNESS SIGNATURE
GUEST PRINTED NAME	WITNESS PRINTED NAME
DATE (day / month / year)	
SIGNATURE OF PARENT OR GUARDIAN IF GUEST IS UNDER THE AGE OF 19 YEARS.	

