

KNIGHT INLET GRIZZLY TOURS LTD.

dba – KNIGHT INLET LODGE

**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**

TO: PLEASE READ CAREFULLY

File

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Postal Code

ASSUMPTION OF RISKS

I am aware that grizzly bear watching and all other activities undertaken with **KNIGHT INLET GRIZZLY TOURS LTD.** (the “**Company**”) – **dba – KNIGHT INLET LODGE** involves many risks, dangers and hazards including, but not limited to: the inherent danger in being in close proximity to wild animals in a natural setting, transportation by aircraft of all types, off-road vehicles and boats, changing weather conditions, rugged terrain and other natural objects, streams, creeks, negligence of other participants in activities associated with grizzly bear watching or any other activity and negligence on the part of the Company its directors, officers or its staff. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage and loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Company permitting my use of its boats, motor vehicles and other facilities including, but not limited to, the provision of aircraft of all types for the purpose of grizzly bear watching (hereinafter referred to as the “**Facilities**”), I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Company, and its directors, officers, employees, agents and representatives, as well as any other persons, firms or corporations who provide services and /or equipment including but not limited to the owners or lessees of all types of aircraft provided to the Company (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, 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 of, or personal injury to, any third party, resulting from my use of or presence on the Facilities;
- 3.** This 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;
- 5.** Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia; and
- 6.** I am not relying upon any oral or written representations or statements made by Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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.

Signature: _____

Signed this _____ day of _____

Witness: _____

Printed Name: _____

Signature of parent or guardian if applicant under 19 years: _____

Printed Name _____