

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

(hereinafter "the Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial

**TO: DRAGONFLY RESORTS LTD. doing business as SIWASH LAKE WILDERNESS RESORT and its owners, directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, affiliated companies, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees").**

First Name	Last Name	Age
------------	-----------	-----

Address

City	Province/State	Postal Code
------	----------------	-------------

Telephone/Mobile:	Email:
-------------------	--------

**DEFINITION – RESORT ACTIVITIES**

In this Release Agreement, the term "**Resort Activities**" shall apply to: helicopter safari; fly fishing; river rafting; kayaking; canoeing; paddle boarding; river float; recreational swimming; hiking; horseback riding; all-terrain biking and e-biking; sight-seeing; bird watching; star gazing; cross-country archery; marksmanship; bushcraft; yoga; spa and massage services; loading, unloading and travel or movement in or around helicopters, floatplanes, or resort vehicles; and shall include all activities, services, accommodations, food and beverage, 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 participating in Resort Activities involve many risks, dangers and hazards, some of which are as follows:**

- Resort Activities may take place in rugged backcountry, wilderness, and alpine terrain which is uncontrolled, unmarked and not inspected or recently travelled and involves many risks, dangers and hazards, including but not limited to: trees, tree roots, tree stumps, burn wells and burnt stumps; streams, creeks, rivers; rocks, boulders and cliffs; falling trees and branches; holes or depressions on or below the ground surface; steep slopes, unstable or slippery ground and other hazards and obstacles; slips, trips and falls; extreme weather conditions; encounters with domestic animals such as dogs or horses, or wild animals such as cougars or bears; become lost or separated from the resort or guide; negligence of other persons; insect bites including wasps, bees, ticks and mosquitoes.
- Horseback riding involves the risk of failure of the tack and other riding equipment; failure to properly prepare or adjust the tack or other riding equipment, including failure to securely fasten or adjust the cinch, bridle or stirrups; behavioural problems with the horse, including the horse being spooked, frightened or startled; riding a horse that is beyond my riding ability; being thrown from, kicked, bitten or struck by the horse; failure to ride safely or within my own ability or within designated areas; negligence of other horseback riders;
- River rafting, paddleboarding, tubing, canoeing, kayaking, fly fishing, and recreational swimming take place on or beside lakes, fast flowing rivers or streams and involve the risk of cold-water immersion, consumption of non-potable water, hypothermia and drowning;
- Fly fishing or any other form of angling involves risks of injury due to: handling, casting and reeling in sharp hooks, and being near others doing the same; hooks whipping around or suddenly dislodging from fish; injury to eyes, face, hands, and other body parts due to contact with or impaling on hooks; fragments from rods; unsteady footing in boats, waterbodies or onshore; falling overboard; crushed or trapped limbs between boats and other structures;
- Archery and marksmanship involve the risks of handling firearms, live ammunition, bows and arrows, and being near others handling the same equipment; noise-induced hearing loss; risk of serious injury, paralysis, or death from ammunition, target pieces, shot from guns, bows, ricochets, or fragments from targets, firearms, bows and arrows;
- Travel by floatplane or helicopter in coastal, backcountry, wilderness, or alpine terrain involves additional risks, dangers and hazards;

**ASSUMPTION OF RISKS (con't)**

- Riding, hiking, archery and all-terrain biking takes place on steep and rugged terrain and features that are both physically and technically challenging. The risk dangers and hazards associated with these activities include: rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain including steep or slippery sections; trees, roots, tree stumps, burn wells and logs; cliffs, rocks, rock drops and loose gravel; holes and depressions; streams and creeks; collisions with natural and constructed objects, other recreational users and vehicles;
- Risk of serious injury including but not limited to: death; breaks, fractures and dislocations; concussions or head injuries; strains, sprains and soft tissue injuries; cuts, lacerations and bruises; hypothermia, dehydration and frost-bite; allergies, phobias and fears;
- 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;
- 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, foraged edibles, non-potable water, and wild fish and game

**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**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Resort Activities and permitting my use of their equipment, facilities and services I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST 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 RESORT ACTIVITIES 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. 1996, C.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RESORT ACTIVITIES;**
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 Resort Activities;
3. That 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 Agreement.

**I CONFIRM THAT I HAVE READ THIS 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.**

SIGNATURE:	DATE:
------------	-------