

Back 40 Outdoor Events

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 OR CLAIM
COMPENSATION FOLLOWING AN INCIDENT**

READ CAREFULLY!!

Initial here to indicate you understand this statement

TO: Katherine Friedley & Adrian Pery AND BACK 40 OUTDOOR EVENTS, including all of its principals, partners servants, agents, contractors, directors, officers, guides, invitees, volunteers, customers and employees (herein collectively referred to as the "Releasees").

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Country
Email Address			
Date of Birth	Year	Month	Day
			Age
Telephone	Home	Office	Mobile
Trip Date	Year	Month	Day

WILDERNESS ACTIVITIES: In this Release Agreement, the term "**Wilderness Activities**" shall include but is not limited to: this trip, or any trip organized by the Releasees and all activities with the Releasees on such a trip, including hiking, touring, snowshoeing, walking, rock climbing, expeditions, trekking, paddling, and all activities, services and use of facilities either provided by or by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply, and all travel by or movement around vehicles and camping or overnight stays in the outdoors.

The "**Wilderness Activities**" also include, but are in no way limited to any activity related to the rental or use of the property of Back 40 Outdoor Events, Adrian Pery and Katherine Friedley, and the property known as Highland Bear ("Back 40") including: the use of any tent or campsite; chopping wood and/or the use of any campfire, whether or not such campfire is in a designated campfire zone; and the attendance and/or participation whether directly or indirectly in any way whatsoever and whether or not such activity is sponsored, sanctioned or supported by Back 40, in any organized activity of Back 40 (including any social activities).

UNDERSTANDING, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS – ALPINE TERRAIN, WILDERNESS

TRAVEL, WEATHER: I am aware that participation in **Wilderness Activities** involves many risks, dangers and hazards. The terrain used for **Wilderness Activities** is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include but are not limited to hiking in rugged or steep terrain; risks of slipping and/or falling; drowning; lightning; cliffs; trees; tree wells; tree stumps; forest dead fall; falling trees; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; equipment failure; encounters with dangerous or poisonous flora and fauna; negligence of hunters; impact or collision with other persons or their vehicles; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene. The road to reach the facilities and location of the **Wilderness Activities** is rough and a high-clearance vehicle is recommended.

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 responsibility and will not be covered by the Releasees.

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: I am 19 years of age or older, in sound physical and mental condition and am able to take part in **Wilderness Activities**, and can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur. **I DECLARE MYSELF TO BE PHYSICALLY FIT AND SUFFERING FROM NO CONDITION, IMPAIRMENT, DISEASE, OR OTHER ILLNESS THAT WOULD PREVENT OR IMPAIR MY PARTICIPATION IN Wilderness Activities. I ACKNOWLEDGE I HAVE BEEN ADVISED TO SEEK MY PHYSICIAN'S APPROVAL BEFORE PARTICIPATING IN Wilderness Activities.**

AGREEMENT TO CARE FOR MINORS: I agree that I am solely responsible for the care and supervision of the minor child _____ (the "Minor") whose date of birth is _____, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in **Wilderness Activities**. I further agree that no claim shall be made by me or the Minor or on behalf of the Minor for any injuries, damages, costs, expenses, personal injury, negligence, breach of contract, or other claim whatsoever tenable in law against the Releasees.

INITIAL or N/A

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of **Wilderness Activities** and totally accept all risks and responsibility for damages which I and/or the Minor incur, including those listed in this Agreement as well as those associated with **Wilderness Activities** set out above but not foreseeable which may result in damages to myself or the Minor, my property or the Minor's property, or others or their property, including injury and death.

ACCEPTANCE OF PERSONAL RESPONSIBILITY: If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees allowing me and/or the Minor to participate in **Wilderness Activities** and other services provided to me by the Releasees, and/or the use of the facilities of the Releasees, and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) my use of any equipment provided by the Releasees, (iii) participation in the **Wilderness Activities** or other activities or services arranged in whole or in part by the Releasees, **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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF Wilderness Activities or other services provided by the Releasees.**

2. I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I and/or the Minor may cause to any individual or party in the course of my or the Minor's participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself or the Minor and my or the Minor's property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This Agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. If any claim is made by the Minor or on behalf of the Minor for any injuries, damages, costs, expenses, personal injury, negligence, breach of contract, or other claim whatsoever tenable in law against the Releasees, then I agree to fully indemnify and make whole the Releasees for same and cover any costs, expenses, claims or damages paid by the Releasees whatsoever.
6. 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 law of British Columbia and no other jurisdiction.
7. Any litigation involving parties to this Agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

COVID-19 Acknowledgement: I Acknowledged that the COVID-19 pandemic (also known as the coronavirus pandemic) is currently ongoing, and as such there is inherent risk of contracting COVID-19 when participating in events or activities, including the **Wilderness Activities**. I acknowledge, accept and assume any responsibility for myself or the Minor contracting COVID-19, or any other infectious disease, including those from viruses, bacteria,

INITIAL or N/A

parasites, fungi, or other life forms, that I may encounter during the **Wilderness Activities**, or use of the facilities or services provided by the Releasees. I shall not in any way hold the Releasees responsible for either myself or the Minor contracting COVID-19 or any other infection disease.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT.

SIGNED, SEALED AND DELIVERED THIS ___ DAY OF _____, 20_.

SIGNATURE	WITNESS SIGNATURE (BACK 40 OUTDOOR EVENTS ONLY)
PRINT NAME CLEARLY	WITNESS NAME