

**RELEASE OF LIABILITY,  
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND  
INDEMNITY AGREEMENT**  
**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**  
***PLEASE READ CAREFULLY!***

INITIAL HERE

<b>Name</b>	<b>SAMPLE ONLY – PLEASE FILL OUT WAIVER UPON ARRIVAL</b>
<b>Address</b>	<b>SAMPLE WAIVER ONLY</b>
	<b>SAMPLE ONLY – PLEASE FILL OUT WAIVER UPON ARRIVAL</b>

**TO: ISLAND PACIFIC ADVENTURES LTD., carrying on business as Horne Lake Caves and Adventures Courtenay, British Columbia (hereinafter referred to as "ISLAND PACIFIC")** **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA (hereinafter referred to as "THE PROVINCE")**

**DEFINITION**

In this agreement, the term "Caving Activities" shall include all activities, services and use of facilities and equipment provided by or arranged by either Island Pacific or The Province which are in any way related to Horne Lake Cave programs, including but not limited to orientation and instructional sessions and all climbing, rappelling and other activities associated with exploration of the Horne Lake Caves.

**ASSUMPTION OF RISKS**

I am aware that Caving Activities at the Horne Lake Caves involve certain risks, dangers and hazards, including but not limited to: 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, and 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, and ladders; negligence on the part of other participants in the Caving Activities; and NEGLIGENCE ON THE PART OF ISLAND PACIFIC AND THE PROVINCE OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES, INCLUDING THE FAILURE ON THE PART OF ISLAND PACIFIC, THE PROVINCE OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE PROGRAM.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CAVING ACTIVITIES AT HORNE LAKE CAVES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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

In consideration of ISLAND PACIFIC and THE PROVINCE allowing me to participate in Caving Activities at Horne Lake Caves, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against ISLAND PACIFIC and THE PROVINCE, and their directors, officers, employees, agents, guides, instructors and representatives (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, 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 Horne Lake Caves, 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. 1979, c. 303), ON THE PART OF THE RELEASEES; AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CAVING ACTIVITIES REFERRED TO ABOVE;

- 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 Caving 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;
- 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 Province British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province 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 the outdoor adventure program, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Signed this \_\_\_ day of \_\_\_\_\_, 20

<b>SAMPLE WAIVER ONLY</b>	<b>SAMPLE WAIVER ONLY</b>
Witness	Signature of participant
	<b>SAMPLE WAIVER ONLY</b>
	Please print name clearly