

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

Name	SAMPLE ONLY – PLEASE FILL OUT WAIVER UPON ARRIVAL
Address	SAMPLE WAIVER ONLY
	SAMPLE ONLY – PLEASE FILL OUT WAIVER UPON ARRIVAL

TO: ISLAND PACIFIC ADVENTURES LTD., carrying on business as Horne Lake Caves and Adventures, HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

In this agreement, the term "Caving Activities" shall include all activities, services and use of facilities and equipment provided by or arranged by the Releasees 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 participating in Caving Activities involves certain risks, dangers and hazards, including but not limited to: steep slopes, tight passages, uneven footing, wet, loose or slippery rocks and vertical drops that may contribute to trips, slips and falls or could delay medical assistance or evacuation from the cave in the event of an injury; loose or falling rocks; 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 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 CAVING ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN CAVING ACTIVITIES 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 the Releasees allowing me to participate in Caving Activities and permitting me to use their services, equipment and facilities 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 Caving 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 CAVING 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 Caving Activities;
- 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;
- 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 participating Caving 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 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

SAMPLE WAIVER ONLY
Witness

SAMPLE WAIVER ONLY
Signature of participant
SAMPLE WAIVER ONLY
Please print name clearly

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN CAVING ACTIVITIES