

**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**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL
FUTURE PARTICIPATION IN THE ACTIVITIES THIS SEASON
PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

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

TO: Flow State Guiding Ltd.

I hereby for myself, my heirs, executors, administrators and assigns, release and forever discharge Flow State Guiding Inc., carrying on business as Flow State Guiding Inc., it's members, directors, officers, employees, agents, servants, leaders, contractors, volunteers and managers, (all of which are referred to as "FSG") from and against all claims, actions, costs, expenses and demands by reason of any damage, loss, death or injury to my person or property, howsoever caused, arising out of or in connection with my participation in the activity notwithstanding that the same may have been contributed to or occasioned by the negligence of FSG, their directors, officers, employees, supervising guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns **and HIS MAJESTY THE KING IN RIGHT OF CANADA** (all of whom are hereinafter collectively referred to as "**the Releasees**")

WILDERNESS ACTIVITIES

In this Release Agreement, the term "**wilderness activities**" shall include but is not limited to: hiking, touring, mountaineering, rock climbing, mountain biking, expeditions, trekking, surfing, use of equipment either rented or loaned, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food, beverage and water supply; and all travel by or movement around helicopters, other aircraft, boats or other vehicles and camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE 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.

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.

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INITIALS OF PARTICIPANT

ASSUMPTION OF RISKS – ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in the activities involves many risks, dangers and hazards. The terrain used for the activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: cliffs; trees, tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the surface; variable and difficult conditions; lightning; wildfire; hypothermia and hyperthermia; water immersion; currents; waves; riptides and swell; drowning; equipment failure including equipment associated with or related to mountain biking, climbing, rappelling and belaying, surfing and swimming; encounters with wildlife; encounters with dangerous or poisonous flora and fauna; allergic reactions; food and water contamination; impact or collision with equipment, terrain, objects or structures; collisions with other persons; becoming lost or separated from one's party or guide; loss of balance; slips, trips and falls; negligence of other persons; 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 THE 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the activities 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 the 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION 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 THE 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 the 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 or incapacity;
4. For accidents that occur in Canada, 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 where the activities take place and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within the province where the activities take place and shall be within the exclusive jurisdiction of the Courts of that province; and
5. For accidents that occur outside of Canada, the parties agree that 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 British Columbia, Canada and no other jurisdiction and that 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 the activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND AGREE TO THIS RELEASE AGREEMENT. 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.

Witness Signature
Print Name of Witness
Print Name of Parent/Guardian if participant is under age of majority

Signature of Participant
Date
Signature of Parent / Guardian if participant is under age of majority