

**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

Last Name		First Name		Initial
Street		City	Prov./State	Code
Home Phone	Weight	Age	E-mail	

TO: Whistler Bungee; Cheakamus Adventures Inc., Her Majesty The Queen In Right of the Province of British Columbia; Canadian Outback Adventures; Resort Municipality of Whistler; Tourism Vancouver; The Greater Vancouver Convention & Visitors Bureau; Intrawest Resort Ownership Corporation Ltd.; Intrawest Activity Centre; Whistler Resort Association DBA Tourism Whistler; Moose Travel Network; Whister.com Systems Ltd.; Whistler Resort Cabs Ltd.; Outdoor Adventures at Whistler; Rocky Mountaineer Vacations; Fairmont Chateau Whistler; Whistler Alpine Guides Bureau; R & B Resort Bookings; Explore Whistler Adventures 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 Release Agreement, the term "bungee jumping" shall include travel to and from the bungee jumping site, all training and instructional sessions, any use of the bungee jumping bridge and related equipment, and any other activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees in any way associated or connected with bungee jumping.

ASSUMPTION OF RISKS

I am aware that bungee jumping involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur during travel to and from the bungee jumping bridge; slips and falls; falling from the bungee jumping bridge without being properly attached to a bungee jumping cord; impact with the water or with an object or other person in the water; hypothermia; equipment malfunction including breakage of the bungee cord or harness; shock, stress or other injury to the body while bungee jumping; negligence on the part 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 THE RISKS, DANGERS AND HAZARDS OF BUNGEE JUMPING. I acknowledge that bungee jumping may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

MEDICAL CONDITION

I understand that bungee jumping may place unusual stresses on the body. Bungee jumping is not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, must not engage in bungee jumping. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in bungee jumping.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in bungee jumping, and permitting my use of the bungee jumping equipment, bridge, trails, parking and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS 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 bungee jumping, 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 THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF BUNGEE JUMPING REFERRED TO ABOVE;

- 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 bungee jumping;
- 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;
- 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 of British Columbia and no other jurisdiction;
- 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.

PHOTO/VIDEO RELEASE - I consent to photographs being taken of me during my participation in bungee jumping, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

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 bungee jumping, 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 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.

Signed this _____ day of _____, 20__

Witness

Signature of participant
Print name clearly
Signature of parent or guardian if under 19 years