

**RELEASE OF LIABILITY, WAIVER OF ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS , INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!**

weight

initial

|            |           |                       |     |
|------------|-----------|-----------------------|-----|
| first name | last name | date of birth - M/D/Y | age |
| phone      | EMAIL     |                       |     |

TO :Her Majesty The Queen In Right of the Province of British Columbia;Canadian Outdoor Adventures;Canadian Outback Adventures;Resort Municipality of Whistler;Tourism Vancouver;The Greater Vancouver Convention & Visitors Bureau;Intrawest Resort Ownership Corporation Ltd;Intrawest Activity Centre;Whistler Heli – Retail Ltd;Whistler Resort Association DBA Tourism Whistler;Cougar Mountain Adventures inc.;Moose Travel Network;Whistler.com Systems Ltd;Whistler Resort Cabs Ltd;Outdoor Adventures at Whistler;Rocky Mountaineer Vacations;Fairmont Chateau Whistler; Whistler Alpine Guides Bureau ,

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 "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 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 RISK :** 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 site/bridge; 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 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, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM RISK, 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 personal 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 may 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, and for other good valuable consideration, the receipt and sufficiency of which is acknowledged, 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, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF BUNGEE JUMPING 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 bungee jumping;
- 3. This 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. 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 laws of the Province of British Columbia and no other jurisdiction;
- 5. Any litigation involving the parties to this 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 taken of me during my participation in bungee jumping, and to publication of photographs by the Releasees for advertising, promotional and marketing purposes. In entering into this 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 Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS 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.

**HOW DID YOU HEAR ABOUT US ?**

- WEB SITE - OTHER WEBSITE  HOTEL CONCIERGE
- OUR WEBSITE  ( WHICH HOTEL ) \_\_\_\_\_
- POSTER - VANCOUVER
- WHISTLER  OTHER \_\_\_\_\_
- VISITOR GUIDE BOOK - VANCOUVER
- WHISTLER
- BROCHURE - VANCOUVER
- WHISTLER

|                                                    |
|----------------------------------------------------|
| Signature of participant                           |
| Print name clearly                                 |
| Signed this _____ day of _____, 20 ____            |
| Witness                                            |
| Signature of parent or guardian if under 19 years. |