

**PARTICIPANT AGREEMENT
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY

TO: RUSS TURNER, doing business as SKAHA ROCK ADVENTURES Ltd. (Suite 203, 113-437 Martin St., Penticton, B.C. V2A 5L1, Tel: 1-250-493-1765
AND TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, and THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as ‘the Province’)
DEFINITION: **Mountaineering** - includes backpacking, ski touring, telemarking, cross country skiing, rock climbing, high-angle ropes course, cave rappelling, hiking, waterfall ice climbing, glacier travel and high altitude climbing and travel.

ASSUMPTION OF RISK - Alpine Terrain, Avalanches, Weather, Helicopter Travel

I am aware that mountaineering involves certain risks, dangers and hazards. The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect and snake bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity. The alpine terrain used for mountaineering may involve steep slopes in their natural state and may contain many obstacles and hazards. This terrain may not have been climbed before and is not regularly patrolled or inspected. Mountaineers may become lost or separated from their guide or party. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Avalanches occur frequently in the alpine terrain used for mountaineering and may be caused by natural forces or by mountaineers. I acknowledge and accept that Skaha Rock Adventures and its staff may fail to predict whether the alpine terrain is safe for mountaineering or whether an avalanche may occur. Flying and navigation in the alpine region involves certain additional risks, dangers and hazards. Alpine weather conditions may be extreme and can change rapidly and without warning. Mountaineering involves reliance upon ropes, harnesses, mechanical systems, other equipment, other mountaineers and guides. I acknowledge and accept that personal injury, death, property damage or loss may result from the failure of such equipment or the negligence of other mountaineers or guides.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the services of RUSS TURNER dba SKAHA ROCK ADVENTURES Ltd. and The Province, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SRA"), I hereby agree to release, indemnify, and discharge SRA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in mountaineering entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.

Furthermore, SRA employees have difficult jobs to perform. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

PLEASE INITIAL HERE TO ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD THIS DOCUMENT THUS FAR;

PAGE 1 OF 2 – PLEASE TURN OVER TO COMPLETE

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SRA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SRA's equipment or facilities, **including any such claims which allege negligent acts or omissions of SRA.**
4. Should SRA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any emergency rescue or evacuation, injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such emergency rescue or evacuation, injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SRA, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SRA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

Signature of Witness _____ Print Name _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 19)**

In consideration of _____ (print minor's name) ("Minor") being permitted by SRA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SRA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BEFORE THE APPLICANT WILL BE ALLOWED TO PARTICIPATE IN MOUNTAINEERING.