

CHASE CANYON ECO-ADVENTURES LTD WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature

TO: CHASE CANYON ECO-ADVENTURES LTD dba TREETOP FLYERS ZIPLINE AT CHASE CANYON, SKYLINE ECO-ADVENTURES LTD, SACRE CONSULTANTS dba SACRE-DAVEY ENGINEERING, SKYLINE AT THE PARK LTD, SKYLINE AT THE PARK HOLDINGS LTD, VILLAGE OF CHASE, CHASE & DISTRICT RECREATION CENTRE SOCIETY, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

Form with fields for Name (Last, First, Middle Initial) and Address (Street, City, Prov./State, Postal/ZipCode).

DEFINITION

In this Release Agreement the term "Eco Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include ziplines and Skylines or related to Eco Activities.

TOUR DESCRIPTION

You will be outfitted with a two-point seat harness. An individual will advise you of the flying and landing position. You then begin your descent on several consecutive Skylines, ending at the base area. During the descent, our guides provide a verbal interpretation of the flora, fauna, surrounding area and local history.

ASSUMPTION OF RISKS

I am aware that participating in Eco Activities involves many risks, dangers and hazards including but not limited to: hiking on rough and uneven terrain; changing weather conditions which may cause the trails, walkways and Skylines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with trees, other participants or guides; negligence of other participants or guides; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ECO ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Eco Activities and permitting my use of their equipment, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 Eco 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ECO ACTIVITIES 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 Eco 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. 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; 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 in Eco Activities, other than what is set forth in this Release Agreement.

WEIGHT RESTRICTION Participation in this activity is restricted to persons weighing between 60lbs and 275lbs (27kg and 125kg). Please indicate your weight: _____ lb / kg (please indicate pounds or kilos).

I have read the Release Agreement above, and I agree to be bound by its terms.

Form with fields for Signature of Participant, Date, and Signature of Parent/Guardian if under 19 years of age.

Form with fields for Witness and Please Print Witness' Name Clearly.

Names and weights of children participating in Eco Activities if under the age of 13:

Form with fields for 1. _____ lb / kg and 2. _____ lb / kg.