

Frozen Pirate

**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**

PLEASE READ CAREFULLY!

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL PARTICIPATION
IN SNOWMOBILING ACTIVITIES**

Initial

Participant Name	Last		First		Middle Initial	
	Street			City		
Address	Prov/State		Country		Postal/Zip Code	
	Main		Date of Birth	Year	Month	Day
Telephone	Email Address					

Emergency Contact: _____

Relation: _____ **Phone:** _____

How many years have you been mountain snowmobiling? _____

Have you previously taken any form of avalanche safety education? YES / NO

If yes, please explain:

Snowmobiling is completed outdoors in a winter environment. Do you have any illnesses, condition and or disabilities that we should be aware of?

YES / NO

If yes, please explain:

Waiver: Please read carefully

ASSUMPTION OF RISKS

I acknowledge that my participation in this snowmobiling activity will involve, by its nature, an element of risk of personal injury or damage to personal property. I do, however, wish to be a participant in this guided day of snowmobiling or training course with Frozen Pirate Snow Services and do except the elements of risk and personal injury. I also acknowledge that Frozen Pirate Snow Services is not responsible for my snowmobile in the event of a breakdowns, severe stuck or mechanical issues. I acknowledge and agree that my guides responsibility is to get myself and the rest of the participants off the mountain safely before dark.

I also acknowledge that in the event of an incident that requires myself or my snowmobile to be removed from the mountain via helicopter, that all fees associated with this are my sole responsibility and are not the

responsibility of Frozen Pirate Snow Services or its staff. I agree to pay for any and all fees related to removal of myself or my snowmobile from the mountain.

I hereby agree that this activity is and shall be at my own risk against all casualties to myself or my property, and that I take all risk of every kind, no matter how caused and I hereby release and discharge Frozen Pirate, Curtis Pawliuk and all of their respective agents, employees, servants and successors, of and from all action claims and demands of every nature and kind whatsoever which I, my heirs, executors, administrators or assigns may now or can at any time hereafter have against said operators of Frozen Pirate, for or on account of any loss, damage or injury to me, my person or property while so participating in this guided snowmobiling activity or training day, whether any such loss, damage or injuries be caused by negligence, default or misconduct.

I understand snowmobiling risks include, but are not limited to: Injuries: possibility of permanent disability, death and injury; Natural hazards: changes in surfaces, ice, bare spots, rocks, stumps, debris, etc.; Man-made hazards: fences, posts, snow making/ grooming equipment, train tracks, roads, snowmobiles, persons, etc.; Extreme, unpredictable weather; Ice, potentially over water bodies; Equipment malfunction; Negligence: the negligence of others, including employees, agents, independent contractors, which includes failure to take steps to prevent risks and hazards; Animals (wild or domestic); Accidents or illness in remote places without medical facilities; Lack of cellular and emergency services; Avalanches; Rockslides; Poor visibility; COVID-19 Exposure and Infection, Visibility changes. *This description is non-exhaustive and unknown or unanticipated risks may result in injury, illness, or death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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 wilderness 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.**

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 WILDERNESS ACTIVITIES;

Initial

- 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 wilderness 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 British Columbia and no other jurisdiction; and
- 5. 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.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THE WAIVER COMPLETELY. 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.

Participant Name: _____ Date: _____

Participant Signature: _____

If the Participant is under the age of 18, a signature of parent or guardian is required.

Parent or Guardian: _____

Witness Name: _____ Date: _____

Witness Signature: _____