

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

All persons participating in walking or hiking programs are required to sign this Release Agreement prior to participating in these activities.

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

PLEASE READ CAREFULLY!

INITIAL

TO: HikeVictoria.com, Mark Vukobrat, Pamela Vukobrat and their employees, agents, representatives, trip leaders, guides, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

In this Release, the term "hiking programs" shall refer to all activities, events or services provided, arranged or organized by the Releasees including, but not limited to: nature walks; hiking; backpacking; climbing; backcountry travel; orientation and instruction sessions; ground transportation; and all other related activities, services and supply of food and beverages.

ASSUMPTION OF RISKS

I am aware that the hiking programs involve many risks, dangers and hazards. These include but are not limited to: travel in areas where fallen timber, branches, rocks, roots or other obstacles or hazards, steep slope or unstable ground, may cause slips, trips and falls; travel on, through or beside cliffs, streams, creeks, rivers, ponds and lakes; encounters with domestic or wild animals, including bears and cougars; motor vehicle accidents during ground transportation; and miscellaneous health problems related to over-exposure to the sun, insect bites, allergic reactions, fatigue, stress, dehydration, exertion and high altitude; becoming lost or separated from the trip leader or party; negligence 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 PARTICIPATING IN HIKING PROGRAMS.**

Communication may be difficult and in the event of an accident, rescue, evacuation and medical treatment may not be immediately available. Weather conditions may be extreme and can change rapidly and without warning.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in hiking programs, 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 the hiking programs **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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE HIKING PROGRAMS;**

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 hiking programs;	3. 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
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;	5. Any litigation involving the parties to this Release shall be brought within British Columbia and shall be within the exclusive jurisdiction of the Courts 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 hiking programs, other than what is set forth in this Release.

Name of Participant
Signature of Participant
Date (mmm/dd/yyyy)
Mobile telephone
Residence telephone

Witness

Person to contact in emergency
Mobile telephone
Residence telephone