

Malahat Skywalk Corp.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Name	Last	First	Middle Initial(s)
Address	Street		
	City	Prov/State	Postal/Zip Code
Email Address	Telephone		Work
	Home		
Date of Birth	Year	Month	Day
	Age		

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

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MALAHAT SKYWALK FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIER'S LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial of Guest

NOTICE TO MALAHAT SKYWALK PASSHOLDERS

This Release Agreement applies to the use of the Malahat Skywalk and participation in all Activities defined in this Release Agreement, and the use of all other related facilities and services, including the Welcome Centre, Elevated Walkway, Spiral Tower, the Slide, the parking lots, restaurants, shops, viewing platforms, and the trail network.

TO: Malahat Skywalk Corp., and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

DEFINITION

In this Agreement, the term "Activities" shall include but is not limited to: the use of the Elevated Walkway, the Spiral Tower, the Slide and all other related facilities and services, including the Welcome Centre, the parking lots, restaurants and shops and other activities, services, and facilities which are either provided by or arranged by the Releasees including transportation, food and beverage and water supply.

ASSUMPTION OF RISKS – WALKING PATHS, NATURE TRAILS, WEATHER

I agree to assume all risks, dangers and hazards associated with the Activities including, but not limited to walking on the Elevated Walkway or the Spiral Tower; slips, trips and falls; loss of balance or control; sudden and unexpected changes in weather conditions; exposed rock, earth, ice, and other natural objects; trees, tree wells; tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface; variable and difficult conditions; streams, creeks and ravines; cliffs; hazards on or adjacent to the trails; rockfall; road-banks or cut-banks; collision with natural and other obstacles; collision with other persons; encounters with domestic and wild animals including cougars and bears; equipment failure; negligent first aid; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

The backcountry is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards.

Communication in the backcountry terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Coastal weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for an Annual Pass and permitting my participation in the Activities, 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 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 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 the 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 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.
 - In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the Activities other than what is set forth in this Release Agreement.
 - The Annual Pass issued to the Passholder is the property of Malahat Skywalk, is not transferable, not for resale and is revocable for misconduct.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND 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.

Date
Signature of Passholder
Printed Name of Passholder
Signature of Parent or Guardian if Passholder is under age 19

Witness's Signature
Witness's Printed Name