

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY!

Listel Canada Ltd (“**Listel**”) manages the activities and operations of an Environmental Learning Centre, accommodations and lodging and food service facilities (collectively, the “**Facilities**”) located at 2170 Paradise Valley Road, Brackendale, B.C (the “**Premises**”). The Premises are owned by the Board of Education of School District No. 44 (North Vancouver), doing business as Cheakamus Centre (“**Cheakamus**”). During your visit to the Premises, the activities you may participate in include, but are not limited to, hiking, archery, canoeing, swimming and other outdoor physical activities (the “**Activities**”). All of the Activities you may participate in have inherent risks. Listel and Cheakamus cannot identify, nor is it possible to identify all possible risk factors.

In consideration of Listel and Cheakamus permitting me to participate in the Activities and use the Facilities, I, the undersigned, hereby consent, acknowledge and agree as follows:

1. I am aware of, and assume, the risks of an accident occurring, including without limitation, inherent risks, dangers and hazards associated with participation in the Activities and using the Facilities and negligence on the part of Listel, Cheakamus and any of Listel’s or Cheakamus’ officers, directors, officials, employees, agents, contractors, representatives, organizers, assistants, volunteers, other participants, successors and assigns, and if applicable, lessors of the Premises (collectively, the “**Releasees**”). I knowingly and freely accept the possibility of personal injury, death, property damage or loss resulting from the risks, dangers and hazardous associated with the Activities. I agree to comply with any instructions or directions provided by any Releasee in respect of the Activities.
2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby fully and forever release the Releasees from any and all liability for injury, disability, death, loss or damage to myself or to any other person resulting from or related to my participation in the Activities or use of the Facility due to any cause whatsoever including, but not limited to, negligence, breach of contract, breach of statutory duty or any duty of care including under the *Occupiers Liability Act*, R.S.B.C. 1996, c.337, or similar legislation, and any mistakes or errors in judgment of any kind, and I hereby waive all claims of any kind that I have or may in the future have against the Releasees.
3. I will indemnify and save harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities whatsoever brought against the Releasees or incurred by the Releasees for any reason as a result of my participation in the Activities or use of the Facilities.
4. These conditions and any rights, duties and obligations as between the undersigned and Listel and Cheakamus shall be governed and interpreted solely within the laws of the Province of British Columbia and will be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
5. In signing this Waiver, Release of Liability and Assumption of Risk Agreement, I am relying on my own judgment. I am not relying on any oral or written representation or statements of any kind made by Listel, Cheakamus or any other Releasee, including without limitation any statements made by Listel, Cheakamus or any other Releasee to induce me to participate in the Activities.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT IT IS BINDING UPON ME, MY HEIRS, EXECUTORS AND ADMINISTRATORS. I AM SIGNING IT VOLUNTARILY WITHOUT ANY INDUCEMENT.

SIGNED AND DELIVERED ON _____, 2018

Signature of Participant

Signature of Witness

Name

Name