GOLDEN POWDER GUIDING RELEASE AGREEMENT

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

	I AGREE (Initial)
I agree this Release Agreement shall apply to all my participation in the activities for a period of 12 months from the date I sign this Release Agreement, including all activities booked, scheduled, and rescheduled both before and after the date of signing.	**I AGREE (Initial)**
I confirm: (i) I am the person named in this Release Agreement and I will be participating in activities, I am at least 18 years old, and I am completing this Release Agreement for myself; and/or (ii) I am the parent/legal guardian of the minor child(ren) named in this Agreement Release and I am authorized to complete this Release Agreement on their behalf. I understand Golden Powder Guiding is relying on this confirmation, and my accurate completion of, and unconditional agreement to, this Release Agreement in allowing me to participate in activities.	**I AGREE (Initial)**

Name	Last		First		Initial
Address	Street	City	Prov/State	Country	Code
Date of Birth	Year	Month		Day	Age

TO: **PURCELL SOLUTIONS INC., OPERATING AS GOLDEN POWDER GUIDING, ASSOCIATION OF CANADIAN MOUNTAIN GUIDES, and all individuals and legal entities that provide transportation services, accommodations and any other services as part of the activities,** and each of their respective directors, officers, employees, instructors, examiners, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

DEFINITIONS

In this Release Agreement, the term **"activities"** shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, hiking, touring, mountaineering, rock climbing, biking, swimming, ice climbing, expeditions, trekking, glacier travel, indoor gym climbing, via ferrata climbing, use of equipment either rented or loaned, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food, beverage and water supply; and all travel by or movement around ski lifts, helicopters, other aircraft, snowcats, snowmobiles, watercraft, or other vehicles, and camping or overnight stays in the outdoors, and all other activities and services in any way connected with or related to the activities.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.

I am aware that participation in the activities involves many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. Avalanches occur frequently in the terrain used for the activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for many of the activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. The risks, dangers and hazards of participating in the activities may include, but are not limited to: cornices; crevasses; cliffs; trees; tree wells; tree stumps; forest dead fall; bodies of water; strong currents; cold water; variable or unknown water depths; changing weather conditions; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; lightning; forest fires; slippery and difficult ground and travel conditions; extreme variation in terrain and trails; falls from heights; effects of high altitude including pulmonary edema and cerebral edema; hypothermia and hyperthermia; snow immersion; drowning; equipment failure including equipment associated with or related to climbing, rappelling and belaying; encounters with wildlife; encounters with dangerous or poisonous flora and fauna; allergic reactions; food and water contamination; impact or collision with equipment, terrain, objects or structures; collisions with other persons; negligent first aid or rescue services; transportation accidents; witnessing or being involved in a traumatic or upsetting event; becoming lost or separated from one's party or guide; loss of balance; slips, trips and falls; negligence, inattention or inexperience of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND 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 THE ACTIVITIES.**

The added risks of travel by helicopter during activities include travel over mountainous or alpine terrain; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. Communication in the alpine 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. Alpine weather conditions may be extreme and can change rapidly and without warning.

NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID.

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

I AM AWARE OF ALL THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN THE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.	**I AGREE (Initial)**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer as a result of my participation in 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 ANY APPLICABLE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES**

INCOMPLETE OR IMPROPER INSTRUCTIONS AND 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 ADVENTURE ACTIVITIES;	**I AGREE (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 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. For accidents that occur in Canada, 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 or territory where the activities take place and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the activities take place and shall be within the exclusive jurisdiction of the Courts of that province or territory;
5. For accidents that occur outside of Canada, the parties agree that 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, Canada and no other jurisdiction and that 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;
6. If this Release Agreement is completed electronically, I consent to signing this Release Agreement electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement; and
7. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the Participant and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 Adventure Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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 AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20____

_____ _____

PRINT NAME OF PARTICIPANT (or parent/legal guardian if under 18)

SIGNATURE OF PARTICIPANT (or parent/legal guardian if under 18)