

NIMMO BAY RESORT LTD.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

TO: Nimmo Bay Resort Ltd. (hereinafter referred to as the "OPERATOR")

Name	Last:	First:	Initial:
Address	Street:		
	City:	Prov./State:	Code:

In this Agreement "Heli Venture Tours" includes but is not limited to: helicopter travel, kayaking, hiking, river fishing, river rafting, caving, whale watching, surf biking, swimming and hot tubbing.

ASSUMPTION OF RISKS

I am aware that Heli Venture Tours, including but not limited to helicopter travel, kayaking, hiking, river fishing, river rafting, caving, whale watching, surf biking, swimming and hot tubbing involves many risks, dangers and hazards, including but not limited to: changing weather conditions, dangerous currents and waters, unsecured footing, dangerous travel, wild life including domestic dogs, black bears, grizzly bears, and cougars, cliffs, crevasses, collision with other clients, the failure to travel safely or within ones own ability or within designated areas, negligence of other adventure clients, and **NEGLIGENCE ON THE PART OF THE OPERATOR, IT'S STAFF OR IT'S INDEPENDENT CONTRACTORS*, INCLUDING THE FAILURE ON THE PART OF THE OPERATOR, IT'S STAFF OR INDEPENDENT CONTRACTORS TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF HELI VENTURE TOURS.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Heli Venture Tours area. I am aware of the risks, dangers and hazards associated with Heli Venture Tours, and I freely accept all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the operator accepting my application to participate in an adventure tour, and permitting my use of the kayaks,rafts, helicopters, vessels, trails, terrain and other facilities (hereinafter referred to as the "Facilities"). I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **OPERATOR**, and its directors, officers, employees, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 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 resulting from either my use of or my presence on the facilities or travel beyond the facilities as set out from time to time, **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, RSBC 1996 C. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF HELI VENTURE TOURS REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liabilities for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities or travel beyond the facilities as set out from time to time;
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
- This 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 the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Heli Venture Tours other than what is set forth in this Agreement.

I agree to assume all the risks involved in participating in adventure tours at the facilities and agree to pay the costs of any emergency evacuation of my person and belongings that my become necessary. I acknowledge that during my participation in any activity, I may suffer an accident or illness in a remote place without access to medical facilities, travel by air, motor vehicle, or other conveyance and forces of nature and I am in full knowledge of the risks, hazards and dangers associated with, but not limited to kayaking, hiking, river fishing, river rafting and caving. I hereby fully assume the consequences of any harm, injury or loss of life to my person arising as a result of the aforesaid and related risks, hazards and dangers.

I agree that the Operator, reserves the right at any time, to refuse any person who, in the opinion of the Operator, is or becomes a hazard to himself or herself. I also acknowledge and agree that such refusal will not obligate a refund or any payment made or to be made to the Operator, or any of their agents.

I acknowledge and agree that I have had an opportunity to consider and to read this document and that I have carefully read this document, that I fully understand its' contents and that I am relying wholly upon my own judgement, belief and knowledge, and I agree to be bound by the conditions stated herein, as acknowledged by my signature below.

Signed this _____ day of, _____ 20_____ .

Witness:
Please print name clearly:

Signature of Participant:
Please print name clearly:

Consent of Guardian if participant under 19 years of age

Witness:
Please print name clearly:

Signature of Participant:
Please print name clearly:

* INDEPENDENT CONTRACTORS

The Independent Contractors working for the Operator may include but is not limited to the following:

1. Vancouver Island Exploration	4. Rivers, Oceans, and Mountains
2. Mackay Whale Watching	5. Bella Coola Outfitting Co. Ltd.
3. West Coast Helicopters	6. Destiny River Adventures

**Please, keep this form for your records.
*Do not send back to Nimmo Bay!***

