

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

(hereinafter 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 DURING NIMMO BAY'S 2025 SEASON, INCLUDING ALL ACTIVITIES BOOKED, SCHEDULED, AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING.

I AGREE (Initial)

Participant	Last	First	Initial
Address	Street	City	Prov/State
Country	Postal/Zip	Telephone	Age

I CONFIRM THE ABOVE INFORMATION IS ACCURATE

I AGREE (Initial)

TO: Nimmo Bay Resort Ltd. (o/a Nimmo Bay); Mackay Whale Watching Ltd.; Wilderness Seaplanes Ltd.; West Coast Helicopters Maintenance and Contracting Ltd.; 49 North Helicopters Ltd.; Vancouver Island Exploration Inc.; Palyn Water Taxi Ltd.; Echo Bay Adventures; Sullivan Bay Marina Ltd.; Echo Bay Developments Ltd; Wavin' Flag Taxi Ltd.; VIH Aviation Group Ltd., Oliphant Properties Inc., Minnow Holdings Inc., Atleo River Air Service Ltd., Leisure Suit Charters Ltd., North Pacific Adventures Ltd., Harbour Air, Seair Seaplanes Ltd., and all corporations, entities and individuals that provide or make available facilities, premises or services for any Activities, and each of their respective directors, officers, employees, guides, instructors, agents, independent contractors, contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees")

DEFINITIONS

In this Agreement, the term "Activities" includes all activities that take place at or in association with the Participant's stay at Nimmo Bay Resort and shall include all transportation, accommodations, food and beverage services, water supply, renting or loaning of equipment, activities, accommodations, events and services provided, arranged, organized, conducted, recommended, booked, sponsored or authorized by the Releasees and shall include, but are not limited to: use of facilities at Nimmo Bay Resort (including cabins and other buildings, restaurants, spa facilities, fire pits; docks; saunas, and hot tubs); fishing; boating; kayaking; river rafting; surf biking; water (hydro) biking; swimming; caving; hiking; bear or whale watching excursions; sightseeing; rope and harness activities; stand up paddle boarding; spa and wellness treatments, including without limitation massages; yoga; tree climbing; wildlife viewing; motorized and non-motorized water sports, including without limitation water skiing and tubing; cliff jumping; snorkelling; biking; surfing; coaching, training, instructional, practice, orientational and guided sessions, classes, programs or workshops; and all travel by sea plane, helicopter, watercraft, motor vehicle, and all other modes of transportation; and all other activities and services in any way connected with or related to the Activities.

ASSUMPTION OF RISKS

I am aware that participating in the Activities will expose me to many risks, dangers, and hazards that could result in injury, death, paralysis, property damage, or loss to me or other third parties. These risks, dangers, and hazards include but are not limited to: wilderness, alpine, and marine environments that are uncontrolled, unmarked, not inspected and unpredictable; bodies of water; unpredictable ocean conditions, including rouge waves and rip tides; cold water; rough water; strong currents, waves and rapids; variable and unknown water depths; drowning; hypothermia; debris in water; exposure to contaminants in water; waterfalls; overturning or upsetting of watercrafts; sudden violent and unexpected movement of the watercraft; falling from or off, or being thrown from, watercraft, bike, surfboard, paddle board, or any other mode of transportation; falling at high speeds; equipment failure, including equipment associated with climbing, rappelling, or belaying, biking, and water based activities; difficulty controlling one's speed or direction; mechanical failures; improperly adjusted or maintained equipment; travel on highway or roads; steep slopes; cliffs; tree stumps; forest dead fall; rocks; rockfall; boulders; slippery and difficult ground and travel conditions; extreme variation in terrain and trails; encounters with dangerous or poisonous flora and fauna; impact, collision, interactions or altercation with other persons, objects, terrain, vehicles, or watercraft; encounters

with domestic and wild animals and marine life; incomplete warnings or instructions; becoming lost or separated from one's party or guide; loss of balance; slips, trips and falls on surfaces and from heights; failure to follow instructions; failure to act safely or within one's own ability; witnessing or being involved in a traumatic or upsetting incident; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; transportation accidents; water borne disease; personal injury including but not limited to sprains, strains, shock, stress, nausea, sinus and ear infection, food borne illness, diarrhea, burns, cuts, abrasions, fractured or broken bones, impalement, loss of limbs, sunstroke, sunburn, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; negligence of other persons; negligent first aid or rescue; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES: (i) WITH RESPECT TO THE PROVISION OF OR THE FAILURE TO PROVIDE DIRECTIONS OR INSTRUCTIONS, OR (ii) 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 aircraft include travel over mountainous or alpine or ocean environments; aircraft crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of aircraft; and pilot error. Communication in the wilderness environment is difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be immediately available, or may be delayed. Weather conditions may be extreme and can change rapidly and without warning, making travel by foot, helicopter, float plane or on the water hazardous and unpredictable.

I AM AWARE OF 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 IN SPITE OF 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, including my use of their equipment, facilities and related services, 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 and representatives 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: (i) WITH RESPECT TO THE PROVISION OF OR THE FAILURE TO PROVIDE DIRECTIONS OR INSTRUCTIONS, OR (ii) TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;

I AGREE (Initial)

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of 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 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;

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; and

6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' 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 the activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. I FURTHER ACKNOWLEDGE AND AGREE THIS WAIVER SHALL APPLY TO ALL MY PARTICIPATION IN THE ACTIVITIES DURING NIMMO BAY'S 2025 SEASON.

Signed this _____ day of _____, 2025

Signature of Participant

Print name of Participant

Signature of parent/Legal guardian if participant is under 19 years

Print name of Parent/legal guardian if participant is under 19

Signature of Witness

Print Name of Witness
