

NIMMO BAY RESORT LTD.

**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!

Initial of Participant

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

TO: Nimmo Bay Resort Ltd.; Mackay Whale Watching Ltd.; Bella Coola Outfitting Co. Ltd.; Destiny River Adventures Ltd.; Wilderness Seaplanes Ltd.; West Coast Helicopters Maintenance and Contracting Ltd.; 49 North Helicopters; Vancouver Island Exploration Inc.; Palyn Water Taxi Ltd.; Sea Wolf Adventures; Simon Whitfield Guiding; Echo Bay Adventures; Northlandfly Specialty; Bottom Dwellers Freediving; Sullivan Bay Marina; Echo Bay Marina; Wavin' Flag Taxi; VIH Aviation Group, Oliphant Properties Inc., Sea to Cedar Society, Minnow Holdings Inc. and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, 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 Nimmo Bay and shall include events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but are not limited to: fishing; boating; kayaking; river rafting; surf biking; swimming; caving; hiking; bear or whale watching excursions; sightseeing; use of hot tubs; and all travel by sea plane, helicopter, water and motor vehicle.

ASSUMPTION OF RISKS

I am aware that the **activities** offered by the Releasees may take place in a wilderness environment and that participation in these activities involves various risks, dangers and hazards. The marine environment in which many of these activities are conducted, involves the risks of overturning or upsetting of rafts, sudden violent and unexpected movement of the raft, immersion in cold water, hypothermia, drowning and collision with natural objects and other vessels. Other risks, dangers and hazards associated with the activities include, but are not limited to: encounters with hunters or domestic or wild animals, including bears and cougars; wilderness travel in mountainous or alpine environments; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.** Guests may become lost or separated from their party or guide. 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 helicopter, float plane or by water hazardous and unpredictable.

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 allowing me to participate in the activities at Nimmo Bay and permitting my use of their equipment, vehicles, parking and other facilities 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 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; 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 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 UNDERSTAND THIS RELEASE AGREEMENT 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

Signature of Witness
Print Name of Witness

Signature of Participant
Print name of Participant
Signature of parent or guardian if participant is under 19 years