



CLUB USE ONLY

Member #:

Golden Snowmobile Club

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 or claim compensation following an accident.

Please read carefully.

Initial: _____

Name:	LAST		FIRST		
Street Address:			Town:	Province:	Postal Code:
Phone:		Gender:		Date of Birth:	YYYY-MM-DD
Email:					

To: the **Golden Snowmobile Club** (Sled Golden), **HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**")

DEFINITION -This Release Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: snow-machining, provision of groomed trails, provision and use of cabins and rescue shelters, provision of parking areas, provision of plowed roads and parking areas, and provision of bathroom facilities, (hereinafter referred to as "**the Activities**").

ACKNOWLEDGEMENT - SNOWMOBILING SAFETY

I acknowledge that I have been advised to snow-machine and use club facilities with due caution, including wearing all appropriate safety gear, consult the avalanche and conditions reports, enter and exit club cabins, emergency shelters and parking lots with due caution, and follow directions from emergency response personnel should the need arise. I acknowledge that there are many hazards associated with the sport of snow-machining and these hazards may result in death, injury or aggravation of previous injuries. I acknowledge that participants must not be under the influence of drugs or alcohol while participating in the Activities.

Initial: _____

ASSUMPTION OF RISKS

I am aware that snowmobiling involves many risks, dangers and hazards including, but not limited to: visible and hidden hazards on the groomed trails, light conditions that may limit visibility, other riders traveling at high speeds on the groomed trails, carrying flammable materials on the snow-machine, ice or other hazards on the exterior or interior of club cabins/emergency shelters, ice or other hazards in club parking lots, equipment failure, avalanches on or beyond groomed trails, structure fires in club structures, hypothermia due to exposure to cold weather, wildfires and or wildlife interactions. Communication in the backcountry is difficult and in the event of an accident rescue and medical treatment may not be available.

Golden Snowmobile Club

I am also aware that there is a risk of NEGLIGENCE 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 THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE RELEASE OF LIABILITY, WAIVER OF CLAIMS POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OR CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of its equipment, vehicles, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

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. 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 of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release 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.

6. **PHOTO RELEASE** - I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

7. I understand that if I enter areas not designated for winter-motorized use, including Parks Canada lands and other provincial closures on crown land, that I will forfeit my membership. I understand that I am responsible to know where these closures exist.

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 UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Signature	Signature of Witness
Print Name Clearly	Print Name Clearly