

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of C & C Destination Tours Inc. and Destination Snow, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in and capacity on their behalf (hereinafter collectively referred to as "DT"). I hereby agree to release indemnify, and discharge DT, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1) I acknowledge that my participation in outdoor adventure based activities such as gulf island tours, summer mountain tours and alpine skiing tours entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, DT staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They might give inadequate warnings or instructions, and the equipment being used might malfunction.
- 2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of DT's equipment or facilities, including any such claims which allege negligent acts or omissions of DT.
- 4) Should DT or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- 6) In the event that I file a lawsuit against DT, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DT on the basis of any claim from which I have released them herein. Furthermore, I acknowledge that I am responsible for any damage resulting from my actions during my participation in this activity. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____ City: _____

Postal Code: _____ Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 19)

In consideration of _____ (print minor's name) ("Minor") being permitted by DT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DT from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____