

PLEASE READ CAREFULLY!

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (hereinafter referred to as the "Release Agreement"). By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident, mishap, loss or damage to person or property, injury or death.

TO: The YD Guest Ranch and their directors, officers, employees, agents, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releases"). This release of liability, waiver of claims and assumption of risks agreement applies to all Ranch Activities in which the undersigned may or will participate during his or her stay from _____ to _____, 20__ All Ranch Activities is defined below, but will include the following (please initial)' (1)____ Archery; (2)____ ATV Tours (3)____ Hiking; (4)____ Mountain biking; (5)____ Argo tours

DEFINITION:

In this Release Agreement the term "Ranch Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Release's and shall include, but is not limited to' my use of all terrain vehicles; archery equipment; mountain bikes, hiking and backpacking equipment; all my travel either within or beyond the designated boundaries, including on logging roads and trails; orientation and whether or not on foot or by human powered machine, or by machines operated by me or by the Releases', as well as all instructional courses and sessions; and other such activities, events and services in any way connected with or related to Ranch Activities.

ASSUMPTION OF RISKS

I am aware that participating in Ranch Activities involves many risks, including those that are apparent and also inherent and hidden risks, dangers and hazards including but not limited to exposed and falling rock, earth and ice; exposure to heat, cold and wind, rain, hail and snow, trees or other natural or man-made objects; travel on back-country roads; negligence or purposeful acts of other participants and other persons; hiking on rough and uneven terrain; changing weather conditions which may cause the trails and apparatus to be slippery, muddy or otherwise increasing risk to me; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment, safety equipment and helmets, falls; over-exertion; unwillingness to or accidental failure to remain within designated areas; impact or collision with trees, rocks or the ground, other participants or guides; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE OR ANY STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RANCH ACTIVITIES REFERRED TO ABOVE. I FREELY AND WILLINGLY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. SOLELY AND IRREVOCABLY ASSUME IN THEIR ENTIRETY EACH AND EVERY ONE OF THE FOREGOING RISKS, AND THE ENTIRETY OF THE LOSS AND DAMAGE THAT MAY OCCUR TO ME AS A RESULT OF MY PARTICIPATION IN ANY RANCH ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the RELEASEES permitting me to participate in Ranch Activities and permitting my use of their services, equipment and 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 I NOW DO 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 Ranch 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE OR ANY STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS THAT MAY RESULT BY MY PARTICIPATION IN THE RANCH ACTIVITIES;
2. **70 HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury or death to** Any third party resulting from my participation in the Ranch Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representative, 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 of 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.

In entering into this Release Agreement I covenant that I am not intoxicated or under the influence of any mind altering substance, that I not be so
intoxicated or subject to a mind altering substance during my participation in any of the Ranch Activities, nor am I relying on any oral or

written representations or statements made by the Releases' or any other person with respect to my safety when I participate in Ranch Activities. I confirm that (1) I have been presented with this Release agreement not less than _____ minutes before I have signed it; (2) I have read and understood the Release Agreement prior to signing it; (3) I have been given the time and opportunity to consider carefully the implications of the Release Agreement and the rights that I am giving up by signing it and returning it to the Releases'; and (4) 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 Releases' including the right to sue, and I do so voluntarily and for good and valuable consideration.

The YD Guest Ranch reserves the right to refuse and to remove any person from participation in any Ranch Activity if to do so would, in the reasonable judgment of the Releases', ensure that the participant did not increase the risk of participation.

Please read the appropriate activity and initial to acknowledge the terms. if weight information is required, we will weigh you. Weight> _____

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Please read the appropriate activity and initial to acknowledge the terms. if weight information is required, we will weigh you. Weight _____

YD Guest Ranch and our affiliated companies collect and use personal information (first and last name, physical address, age and weight) to meet legal and insurance requirements for operating our adventure tours.

Guests providing us with their e-mail addresses allow us to confirm their reservations and create unique guest profiles in our guest database. This allows us to be able to serve our guests more quickly and efficiently when they make future reservations or check-in at our ranch. If guests provide us with additional permission, their e-mail address is included in a database of guests seeking periodic communication from YD Guest Ranch. Guests can choose to have their e-mail address removed from this database at any time.

YD Guest Ranch may use personal information in aggregate provided by our guests (city and age) for marketing and business development purposes.

By providing us with your e-mail address, you consent to us sending you periodic e-mail communications.

YD Guest Ranch does not sell your information or provide your information to others outside of our organization and its affiliate companies.

_____ Yes please send me special offers and new information by e-mail!

In addition to agreeing to YD Guest Ranch Release Agreement, I understand and agree:

1. To be bound by all of YD Guest Ranch registration conditions;
2. To familiarize myself with YD Guest Ranch activity safety guidelines;
3. To inform YD Guest Ranch of medical conditions that might affect my participation;
4. That medical costs arising from participation at YD Guest Ranch are my responsibility;
5. To permit the use of video and pictures of my activities for promotional purposes; and,

TO HAVE A GREAT TIME AT YD GUEST RANCH!

I understand this Release Agreement and I agree to observe the requirements for all Ranch activities _____

DATED this _____ day of _____, 20

Signature: _____ Age: _____ (Circle) Gender: M F

Last Name: _____ First Name: _____

Address _____ City: _____ Prov/State: _____ Postal/Zip: _____

Email: _____ Phone- _____

Witness Signature: _____ Witness Name: _____

For Participants under the age of 19

Parent/Guardian Signature' _____

Print Name: _____