

PONDEROSA POINT RESORT – FACILITIES AND ACTIVITIES

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIAL

Name	Last	First	Initial	Phone
Address	Street	City		Province/State
	Postal Code/Zip Code	E-mail	Birthdate	m/d/y

TO: OKANAGAN PONDEROSA RESORT LTD., BEAVER POINT RENTALS LTD., and their respective directors, officers, shareholders, employees, agents, guides, instructors, volunteers, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter referred to as the **“RELEASEES”**)

DEFINITIONS

In this Agreement, the term **“Premises”** shall include but is not limited to: the premises known generally as the Ponderosa Point Resort, cabins, beach and water, swimming rafts, powerboat(s), swimfloat and docks, boating docks, boat/trailer storage, campfires and camp grills, open fire pits, tennis court, parking lot, playground and surrounding natural environment.

In this Agreement, the term **“Activities”** shall include but is not limited to: swimming, fishing, water sports, canoeing, kayaking, water skiing, boating, tennis, horseshoes, basketball, volleyball, bird watching, hiking, mountain biking, Go-Karting, winery tours, and/or golfing, whether at the Premises or elsewhere.

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised of the Rules and Regulations of the Premises. I am aware that my participation in Activities may be subject to applicable municipal and provincial regulations. I am aware that there are owners and/or staff available to answer any questions I may have as to my use of the Premises and/or participation in Activities. I am aware that there are no lifeguards and/or first aid personnel on duty at the Premises.

ASSUMPTION OF RISKS

I am aware that my use of the Premises and participation in the Activities involves many risks, dangers and hazards, including but not limited to exposure to natural occurrences (such as lightning, high winds and rainstorms) and wildlife (such as bears, snakes and Yellow Jackets), drowning; sun exposure; overexertion; equipment failure; variations in weather that may cause serious damage to personal property including but not limited to damage to boats moored at the boating docks and/or vehicles parked in the parking lot; theft; fire; negligence of other persons; and that consumption of animals, vegetation, water and other substances found on or around the Premises can be harmful; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE PREMISES AND/OR PARTICIPATION IN THE ACTIVITIES.** I am aware that the risks, dangers and hazards referred to above exist throughout the area used in and around the Premises.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to rent the Premises and use its facilities and/or participate in Activities, 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 Activities and/or rental of the Premises, **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 INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE PREMISES AND/OR ACTIVITIES REFERRED TO ABOVE;**

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage of, or personal injury to, any third party resulting from my use of the Premises and/or Activities referred to above;
- 3. This 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 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 the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this 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 Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of my use of the Premises and/or activities referred to above, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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____.

Witness
Print name of witness

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

Signed this _____ day of _____, 20____.

Witness
Print name of witness

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