

**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.**

Name: _____
Please Print

Address: _____

To: **Okanagan Ponderosa Resorts Ltd., Beaver Point Rentals Ltd.**, and their respective directors, officers, shareholders, employees, agents, representatives, contractors, 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 real property known generally as the Ponderosa Point Resort, cabins, beach, water, swimming rafts, powerboat(s), swim floats and docks, boat/trailer storage, campfires and camp grills, and all other grounds, service areas, facilities and natural environment located within the confines of Ponderosa Point Resort property, or accessed directly therefrom.

In this Agreement, the term “**Activities**” shall include, but is not limited to: swimming, fishing, water sports, boating, biking, and hiking, and all other forms of physical activity, 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 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 my participation in the Activities thereon involves many risks, dangers and hazards with potential for personal injury, property loss or damage arising from, but not limited to: exposure to natural occurrences and wildlife, use and/or failure of any, or all, watercraft (including those owned and operated by the Releasees), fire, theft, weather, the negligence of third parties, and **ANY NEGLIGENCE ON THE PART OF THE RELEASEES OF ANY SORT WHATSOEVER.**

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 therein, 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, and;
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.
5. 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____ and effective for the booking period

_____ through _____, 20_____.

PONDEROSA POINT RESORT - FACILITIES AND ACTIVITIES RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(ALL GUESTS NINETEEN YEARS OF AGE OR OLDER MUST BE LISTED BELOW AND EXECUTE THIS WAIVER UPON ARRIVAL AT THE RESORT)

1. _____
Signature of Participant

Name of Participant

2. _____
Signature of Participant

Name of Participant

3. _____
Signature of Participant

Name of Participant

4. _____
Signature of Participant

Name of Participant

5. _____
Signature of Participant

Name of Participant

6. _____
Signature of Participant

Name of Participant