



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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR
RIGHT TO SUE
PLEASE READ CAREFULLY!**

INITIAL

TO: FORTRESS LAKE FLY FISHING RETREAT, and 2096194 ALBERTA LTD, and their respective officers, directors, employees, agents, servants, representatives, insurers and assigns (collectively referred to as “FORTRESS LAKE RETREAT”)

I _____ understand and agree that my participation in all activities associated with FORTRESS LAKE RETREAT (the “Activities”) is conditional upon my agreeing with the terms contained in this Agreement and my signing this Agreement:

1. I am aware and have been fully informed that the Activities involve certain risks, inherent risks, dangers and hazards which can result in serious personal injury or death, including drowning, including, but not limited to risks involving:
 - (a) fishing, riding in boats, canoes, kayaks, sailboats, windsurfing and general transportation by, and use of, watercraft, or being in close proximity to watercraft, which may be operated by myself or by others, including risks of falling from the watercraft, the watercraft failing to operate, the watercraft pitching, tipping, sinking or colliding with other watercraft or obstacles;
 - (b) camping, the out-of-doors, wildlife, rough terrain with obstacles and hazards, extreme or quickly changing weather conditions, including extreme heat or unseasonable cold, flood, lightning, fire, windstorm, or other natural disaster;
 - (c) hiking and circumstances where participants may be lost or separated from the others participating in the Activities;
 - (d) swimming, cold and deep water;
 - (e) physical exertion;
 - (f) circumstances where emergency equipment or arrangements may fail, or fail to be provided in a timely way, or be negligently provided including negligence in the training of emergency procedures or equipment;
 - (g) transportation by motor vehicle, or being in close proximity to motor vehicles, with the risk of motor vehicle accident;

- (h) the conduct of the employees or agents of FORTRESS LAKE RETREAT, and each or any of them, which may be wrong, improper, careless or negligent; or
- (i) other participants in the Activities, who may be inexperienced, negligent, or reckless and may, for other reasons as well, endanger the safety of other participants in the Activities, including myself.

2. I accept these risks, dangers and hazards associated with the Activities, and I freely agree to assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting from the Activities.

3. I represent to FORTRESS LAKE RETREAT, and each or any of them, that I have the experience required to participate safely in the Activities and that I am not aware of any physical or mental condition which would impair my capability to fully participate in the Activities.

4. I have been provided with a copy, of the British Columbia Fishing and Outfitters Association “RENTAL BOAT SAFETY CHECK LIST” and have been given the opportunity to read such document, and ask a representative of FORTRESS LAKE LODGE, and each or any of them, any questions I have pertaining to it, before signing this Agreement.

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5. I agree to obey all guidelines, rules and/or regulations relating to the Activities as directed by FORTRESS LAKE RETREAT, and each or any of them, and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in the Activities.

I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS TO FORTRESS LAKE LODGE, and each or any of them, from any and all liability for any personal injury, death, loss, damage (including, without limitation, damage to property) or expense of any kind that I may suffer as a result of my participation in the ACTIVITIES, or that my heirs, next of kin, executors, administrators or assigns may suffer due to any cause whatsoever, including but not limited to NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY or DUTY OF CARE ON THE PART OF FORTRESS LAKE LODGE, AND ALSO INCLUDING THE FAILURE ON THE PART OF FORTRESS LAKE LODGE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.

INITIAL

6. I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS FORTRESS LAKE RETREAT, and each or any of them, from all expenses, fees, liability, damage award or cost of any type whatsoever resulting from my participation in the Activities.

7. In entering into this Agreement, I am not relying upon any oral or written representations or statements made at any time by FORTRESS LAKE RETREAT, and each or any of them.

8. I am nineteen (19) years of age or older and HAVE READ AND UNDERSTOOD THIS AGREEMENT. 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 assigns has, or may have, against FORTRESS LAKE RETREAT, and each or any of them.

Signed this _____ day of _____, 20_____.

Name (please print)

Witness Name (please print)

Signature

Witness Signature