

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

(hereinafter "the Release Agreement")

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIER'S LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

PLEASE READ CAREFULLY!

Initial

**To: LUMINARIA Wilderness Ventures Ltd. and its owners, directors, officers, employees, guides, agents,
independent contractors, subcontractors, representatives, affiliated companies, successors and assigns
(all of whom are hereinafter collectively referred to as "the Releasees").**

First Name _____ Last Name _____ Age _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Email _____

Begin and end date of LUMINARIA Venture _____

DEFINITION – ACTIVITIES

In this Release Agreement, the term "**Activities**" shall apply to, but are not limited to: helicopter, floatplane, bush plane, boating or sailing vessel safaris or tours; **water sports**; river rafting; kayaking; canoeing; paddle boarding; river floating; recreational swimming; canoeing; snorkeling; freediving; spearfishing; surfing; scuba diving; **wilderness training**; hiking; scrambling; sight-seeing; tracking animals; bird watching; orienteering; balance training; stalking animals; star gazing; interspecies communication; **survival training**; fire-by-friction; use of firearms; surviving off the land; wilderness survival; water purifying; fly fishing; sport fishing; primitive fishing; hunting; primitive hunting; trapping; primitive trapping; archery; harvesting wild foods; wild game processing; wolverine style fighting; mixed martial arts; body control training; cold water immersion; breath hold; shelter building; invisibility; skills games; **bushcraft**; carving; flintknapping; weaving; crafting; tanning; **spa and wellness services**; yoga; ceremonies; sweat lodges; vision quests; fasting; rites of passages; dance; meditation; breathwork; **extreme sports**; rock-climbing; mountaineering; paragliding; caving; canyoning; via ferrata; bouldering; hot air ballooning; abseiling; slacklining; canyon swinging; cliff jumping; hang gliding; horseback archery; **adventure sports**; tree climbing; horseback riding; falconry; **winter sports**; dogsledding; skijoring; telemark; split-boarding; snowshoeing; **life skills training**; team building, personal challenges, intuition training; loading, unloading and travel or movement in or around helicopters, floatplanes, bush planes, boats, LUMINARIA vehicles, leased vehicles, guest-owned vehicles, motorized and non-motorized vessels, all-terrain vehicles, snowmobiles, snowcats and shall include all **Activities, services, events, accommodations, transportation, food and beverage, use of equipment and facilities** either provided, organized, promoted by or arranged by the Releasees or self-built equipment, accommodations, harvested and prepared food and beverage by guests of LUMINARIA or in any way related to the Activities.

ASSUMPTION OF RISKS

I am aware that participating in Activities involve many risks, dangers and hazards, some of which are as follows:

- Activities take place in rugged backcountry, wilderness, and alpine terrain which is uncontrolled, unmarked and not inspected or recently been travelled and involve many risks, dangers and hazards, including but not limited to: trees, tree roots, logs, tree stumps, logs; streams, creeks, rivers, lakes, ponds, frozen bodies of water, oceans; rocks, cliffs, rock fall, ice fall, boulders, sand, loose gravel; falling trees and branches; holes or depressions on or below the ground surface; steep slopes, unstable or slippery ground and other hazards and obstacles; slips, trips and falls; rip currents, big waves, tides, whirlpools; extreme weather conditions; encounters and/or attacks by domestic or wild animals such as cougars, wolves, bears, sharks, moose; poisonous plants, berries, seeds, fungi; become lost or separated from one's party or guide; negligence of other persons; collisions with natural and constructed objects, recreational users and vehicles; insect bites including wasps, bees, ticks, chiggers, mosquitoes, black flies; bites or stings by venomous snakes, spiders, scorpions, poisonous fish.
- Horseback riding, dogsledding, skijoring, falconry, use of pack animals or other animals involves the risk of failure of the tack, harnesses and other equipment; failure to properly prepare or adjust the tack or other equipment, including failure to securely fasten equipment; behavioral problems with the horse, dogs pack animals, birds including the horse, dog, falcon or llama being spooked, frightened or startled; riding a horse, mushing dogs or leading pack animals beyond my ability; being thrown from, kicked, bitten or struck by the horse, dog or pack animal; failure to ride, steer or lead safely or within my own ability or within designated areas; negligence of other horseback riders, dog team mushers or pack animal leaders.
- Water sports, such as river rafting, paddleboarding, river floating, canoeing, kayaking, boating, fly fishing, sport fishing, primitive fishing, recreational swimming, freediving, body control exercises, scuba diving, snorkeling, surfing and spear fishing, harvesting water-dwelling plants, and all other water related Activities take place on or beside lakes, fast flowing rivers, streams, ponds, frozen bodies of water or oceans and involve the risk of overturning or upsetting of rafts or vessels, cold-water immersion, consumption of non-potable water, hypothermia, hypoxia and drowning.
- Fly fishing or any other form of angling involves risks of injury due to: handling, casting and reeling in sharp hooks, and being near others doing the same; hooks whipping around or suddenly dislodging from fish; injury to eyes, face, hands, and other body parts due to contact with or impaling on hooks; fragments from rods; unsteady footing in boats, waterbodies or onshore.
- Primitive hunting, marksmanship, use of firearms, archery; trapping; flintknapping; processing wild game, skinning; foraging and open-fire cooking involves risks of injury due to handling: bows and arrows, knives, obsidian, steel traps and the setting of steel traps, spring poles, deadfalls, raw meat, organs; being near others handling the same equipment or animals; risk of serious injury, paralysis, or death from target pieces, bows, arrows, knives, axes, saws, hunting equipment, trapping equipment, ricochets or fragments from targets.
- Hiking, climbing, riding, hunting, trapping, harvesting, wilderness survival and all other Activities take place on steep and/or rugged terrain and features that are both physically and technically challenging. The risks, dangers and hazards associated with these Activities include: rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain including steep or slippery sections; trees, roots, tree stumps, logs; cliffs, rocks, rock drops, loose grave, avalanches, rock slides; holes and depressions; streams, creeks, lakes, ponds, oceans; collisions with natural and constructed objects, other recreational users and vehicles.
- Risk of serious injury including but not limited to: death; amputations; breaks, fractures and dislocations; concussions or head injuries; strains, sprains and soft tissue injuries; cuts, lacerations, bruises and blisters, eye injuries, blindness; exhaustion; hunger; plant poisoning; hypothermia, heat stroke, dehydration and frostbite; allergies, anaphylactic shock, phobias, traumas, anxiety and fears.
- Communication in backcountry, wilderness or alpine areas may be difficult and in the event of an accident, rescue and medical treatment may not be immediately available or delayed.

Initial

ASSUMPTION OF RISKS (continued)

- Activities involve the risk of infectious disease contracted through viruses, bacteria, parasites, insects, plants, animals, and fungi which may be transmitted through direct or indirect contact. This includes the consumption of farm-to-table products, Releasees' hand-made products, foraged edibles, non-potable water and wild fish and game.
- **I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I understand that negligence includes failure by the releasees to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Activities. I freely accept and fully assume all risks, dangers and hazards associated with these activities and the possibility of loss, personal injury or death resulting therefrom.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Activities with LUMINARIA and permitting my use of their equipment, facilities and services 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 **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 and 4 and the Marine Liability Act: S.C.2001,c.6 on the part of the Releasees. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Activities.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury, costs incurred for medical services, search and rescue and evacuation to any third party resulting from my participation in Activities.
3. That this Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. That 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 British Columbia and no other jurisdiction.
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia, Canada.

In entering into this Release Agreement, I am **not** relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Activities other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE UNDERSTOOD AND READ THIS AGREEMENT AND 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 RELEASEES.

Please print name _____ Date _____

Signature _____

Witness Signature _____ Date _____