



3603 Shuswap Road, Kamloops, BC V2H 1S5  
**www.thompsonvalleytours.com**  
 Phone: 250.819.0558 or 250.851.TOUR(8687)

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

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

INITIAL
---------

TO: YOUR OUTDOOR UNLIMITED RECREATION SHOP INC., dba THOMPSON VALLEY TOURS & RENTALS (hereinafter referred to as "Thompson Valley Tours & Rentals") and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as "The Province").

Last Name	First	Initial	Phone #
Address		Cell #	
City	Prov	Postal Code	
Driver's License Number/Prov			

**DEFINITIONS**

In this agreement the terms:

RENTAL shall include snowmobiles, all terrain vehicles, side by side vehicles, dirt bikes, trailers, licensed scooters, licensed motorcycles, and any other licensed vehicle,

RENTAL activities shall include all activities, touring, test riding/driving, riding schools & training, events or services provided, arranged, sponsored or authorized by Thompson Valley Tours & RENTALS, including but not limited to: use or operation of all rental vehicles, transportation or travel to and from the trail head or marshalling areas; hiking, orientation and instructional courses; seminars and sessions; and all other such activities, tours, events and services in any way connected with or related to Thompson Valley Tours & RENTALS.

**ACKNOWLEDGMENT OF SAFETY**

I acknowledged that I have been advised to wear a helmet while participating in RENTALS or tour activities together with gloves, boots and appropriate safety gear. I am aware that there is experienced staff available to answer questions I may have as to the proper use of RENTALS.

**ASSUMPTION OF RISKS**

I am aware that RENTAL activities involve many risks, dangers and hazards including, but not limited to changing weather conditions; mechanical failure of RENTALS; difficulty or inability to control one's speed and direction; avalanches; rock and ice falls; instability of snow pack; variation or changes in the riding terrain including holes, depressions, loose gravel, rocks, mud, snow, creeks, crevices, which may result in loss of balance resulting in flipping or rolling the RENTAL; collision with pedestrians, other RENTALS, motor vehicles, cyclists, logging vehicles or equipment, or other participants; collision with trees, tree stumps, forest dead fall, rocks, or other natural or manmade objects on or adjacent to the riding terrain; encounters with wildlife including bears, cougars and wolves; travel on highways and back country roads; becoming lost or separated from the guides or instructors or other course participants; failing to ride safely or within one's own ability or within designated areas; negligence of other participants; and NEGLIGENCE ON THE PART OF THOMPSON VALLEY TOURS & RENTALS AND THE PROVINCE INCLUDING THE FAILURE ON THE PART OF THOMPSON VALLEY TOURS & RENTALS AND THE PROVINCE TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RENTAL ACTIVITIES. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain used for riding and that the hazards are unmarked. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RENTAL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND THE RESULTING LOSS TO MY FAMILY, LOVED ONES AND MY ESTATE.**

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

In consideration of Thompson Valley Tours & Rentals and the Province allowing me to participate in RENTAL activities and permitting my use of their premises, equipment, guides and instructors, riding trails and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THOMPSON VALLEY TOURS & RENTALS, and THE PROVINCE, and their directors, officers, employees, agents, guides, instructors, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter collectively referred to as "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 RENTAL activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, A BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT AND AMENDMENTS THERETO, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF RENTAL ACTIVITIES REFERRED TO ABOVE;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in RENTAL activities;
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors, assigns and representatives in the event of my death or incapacity;
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia only.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of RENTAL activities other than what is set forth in this Agreement. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING MY LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness	Signature of Participant
Please print name clearly	Please print name clearly

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, SIGNED, DATED AND WITNESSED BY US PRIOR TO PARTICIPATING IN RENTAL OR TOUR ACTIVITIES**