

VALLEY FISHING GUIDES LTD.

**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

PLEASE PRINT

LAST NAME		FIRST NAME		INITIAL
STREET ADDRESS		CITY		PROV/STATE
COUNTRY	POSTAL/ZIP CODE	DATE OF BIRTH		AGE

TO: VALLEY FISHING GUIDES LTD., AND AFFILIATED COMPANIES
(hereinafter referred to as "THE OPERATORS")

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(hereinafter referred to as "THE PROVINCE")

DEFINITIONS

In this agreement:

- a) the term "fishing" shall include "fly fishing" and "spin fishing" and "spey fishing" and "bait casting"
- b) the term "heli-fishing" shall include "helicopter fishing"
- c) the term "guided fishing" shall apply to "helicopter fishing" and "Fly in Fishing" and shall include all activities, services, and use of facilities either provided by or arranged by the Operators or in any way related to either helicopter fishing, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to fishing; loading, unloading and travel in or movement around helicopters, float planes, and vehicles; and all fishing activities and other activities in the alpine area.

ASSUMPTION OF RISKS – ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC. I am aware that guided fishing involves risks, dangers, and hazards. I acknowledge and accept that the Operators and their staff will not assume responsibility for any claims, losses, damages, cost or expenses arising out of personal injury, accidents, or death, loss or damage of property, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following: mechanical breakdown, weather, or any other cause beyond the control of the Operators; failure of participants to follow instructions. The issuance of this certificate is subject to the laws of the Province of British Columbia.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GUIDED FISHING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFY AGREEMENT

In consideration of THE OPERATORS and THE PROVINCE allowing me to participate in guided fishing, and for other good and valuable consideration, the receipt and sufficiency of which acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE OPERATORS and THE PROVINCE and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (all of whom are 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 guided fishing. **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF AND STATUTORY OR OTHER DUTY OF CARE, 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 GUIDED FISHING REFERRED TO ABOVE.**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all the liability for and property damage or personal injury to any third party resulting from my participation in guided fishing.

3. That this 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. 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 in to this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of guided fishing, other than what is set forth in the Agreement.

6. Loss or damage to VFG equipment by the client will result in charges to the clients' credit card on file.

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

Signed this _____ day of _____, _____

Witness

Signature of Fisher
Print Name Clearly