

PLEASE READ CAREFULLY THIS DOCUMENT RESTRICTS YOUR RIGHT TO SUE

1 ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, the undersigned: (A) of my own free will, motivation and desire and without coercion of any kind by Kettle Valley Railway Cycling Company Ltd (the "Company") or any agent or representative thereof, have requested to be permitted to ride and otherwise enjoy and participate in Cycling and other activities (collectively, the "Activities") operated and conducted by the Company and to use, operate and enjoy all equipment, accessories, facilities and other apparatus or things whatsoever (collectively, the "Equipment and Facilities") used and/ or otherwise incorporated by the Company in any way whatsoever in connection with the Activities; (B) have been fully advised by the Company that the Activities involve numerous and varied inherent risks and potential dangers and hazards, known and unknown (collectively, "Risks") and am fully aware of and understand the gravity and nature of the Risks and further understand that the Risks may be prevalent at all times during participation in the Activities; (C) acknowledge that in order for me to be permitted to participate in the Activities, I have agreed to fully accept and assume all Risks, even if arising from the negligence of the Company and/ or its directors, officers, owners, employee's, representatives, agents, and assigns (collectively, the "Releasees"), including, but not limited to, Risks potentially resulting in but not limited to property damage, personal injury or even death. In consideration of the Company permitting my participation in the Activities and my use of the Equipment and Facilities, I hereby: (D) agree to waive and release any and all claims, rights and/or causes of action whatsoever (collectively, "Claims") which I may have against the Releasees for any and all injuries, losses or other damages (financial or otherwise) (collectively, "Damages") which I may suffer, whether caused by the negligence of the Releasees or otherwise, and which relate in any way whatsoever to: (I) any attempt by me, whether successful or not, to ride, use, operate, or otherwise enjoy or participate in connection with the Equipment and Facilities and/ or the Activities (as the case may be); or (ii) any instruction or other information or advice provided to me concerning the Activities and/ or the Equipment and Facilities; (E) agree to indemnify and hold harmless the Releasees, from and against any and all Claims for Damages and/ or damage or loss of any kind or amount to the Equipment and/ or Facilities or other property (whether caused by the negligence of the Releasees or otherwise); (F) acknowledge and confirm that: (i) I am in good physical condition and am physically capable of operating and using the Equipment and Facilities; (ii) I am sufficiently familiar with the characteristics, operation and use of the Equipment and Facilities, such that I am willing to operate and/ or use the Equipment and Facilities and participate in the Activities, at my own risk absolutely; (iii) no warranties, either expressed or implied, have been given to me by the Releasees concerning the safety of the Activities, or of the fitness, operation and/ or use of the Equipment and Facilities; (iv) the terms of this document shall be binding upon me and upon my permitted heirs, executors, administrators, successors and assigns; and (v) the agreement created by this document shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia. To better secure the Company against loss in the event of loss or damage caused directly or indirectly by me to some or all of the Equipment and Facilities, I irrevocably direct and authorize the Company to charge the aggregate amount of such loss or damage to my credit card:

(Card Number#) _____, Expiry _____ / _____

By my signature below, I confirm I have read and fully understand the entirety of this document and its contents.

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

Date: _____ Name(Print) _____ (ID#) _____ Signature: _____

I, the undersigned (if applicable), confirm that I am a parent or legal guardian of the below noted individual(s) who is less than 19 years old and that I have read, understand and do consent to their signing of this document and that I for myself, my heirs, assigns and next of kin, hereby agree to be bound by and shall honor all covenants and representations set out in subclauses (A) through (F) above. I further confirm that in the event the minor child, on whose behalf I execute this document, is successful in a law suit against the Company, I agree to jointly and severally with the other Parent or Guardian signatory to this document (if applicable) indemnify and save harmless the Company, its directors and assigns from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees for solicitors (on a solicitor client basis) and other professional advisors, arising out of the said law suit brought forth on behalf of the minor child.

Name(Print): _____ Relationship: _____

Date: _____ Signature(Parent or Guardian): _____

I, the undersigned (if applicable), confirm that I am a parent or legal guardian of the below noted individual(s) who is less than 19 years old and that I have read, understand and do consent to their signing of this document and that I for myself, my heirs, assigns and next of kin, hereby agree to be bound by and shall honor all covenants and representations set out in subclauses (A) through (F) above. I further confirm that in the event the minor child, on whose behalf I execute this document, is successful in a law suit against the Company, I agree to jointly and severally with the other Parent or Guardian signatory to this document (if applicable) indemnify and save harmless the Company, its directors and assigns from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees for solicitors (on a solicitor client basis) and other professional advisors, arising out of the said law suit brought forth on behalf of the minor child.

Name(Print): _____ Relationship: _____

Date: _____ Signature(Parent or Guardian): _____