

Guest Enrollment & Liability Waiver

Guest Information (the "Guest")			
Name:	Last:	First:	
Address:	Street:		
	City:	State/Province:	Postal/Zip Code:
	Country:		
	Phone:		

Release of Liability, Waiver of Claims and Assumption of Risks Agreement

The Guest has carefully reviewed and agreed to the Release of Liability, Waiver of Claims and Assumption of Risks Agreement on the reverse of this document.

BY SIGNING THIS RELEASE I UNDERSTAND AND AGREE:

I confirm that I have read and understood the Release Agreement on the reverse prior to signing it, 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.

BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

Guest Must Complete	Witness Must Complete
Signature of Guest	Witness Signature
Date	Date
Signature and name of Parent/Guardian if Guest is under 19 years of age	Print Witness Name Clearly

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

("Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

TO: T. Lewis Trucking & Bulldozing Ltd., their directors, officers, employees, agents, independent contractors, subcontractors, suppliers, successors, assigns and representatives (all of whom are hereinafter referred to as "**the Releasees**").

Definition

In this Release Agreement the term "**Powers Creek Retreat**" includes all activities, facilities, amenities, events and services provided, arranged, organized, conducted or authorized by the Releasees and shall include, but are not limited to, the use of the entire 18 acre facility including the 6 bedroom house; the sleeping cabins and campgrounds; the outdoor swimming pool; washrooms and change-rooms; any fire pit; any recreational or sports equipment; the "function hall" including the kitchen; and other such facilities activities or services in any way connected with or related to Powers Creek Retreat.

Use of Facilities Not Supervised

I will be permitted to use the Powers Creek Retreat and will not be provided with any orientation or instruction at any point on arrival or thereafter. I am wholly responsible to ensure my safety during my stay and the safety of any minor Guests.

I acknowledge that Powers Creek Retreat contains a swimming pool and it is my responsibility, not the responsibility of the Releasees, to ensure myself and my guests are safe in and around the pool at all times.

Assumption of Risk

I am aware that utilizing Powers Creek Retreat involves many inherent risks, dangers and hazards including but not limited to **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF USING POWERS CREEK RETREAT FACILITIES. 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 INDEMNITY AGREEMENT

In consideration of the RELEASEES permitting me to use the Powers Creek Retreat and their services, equipment, swimming pool, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 POWERS CREEK RETREAT, **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 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE FACILITIES REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury, including to any third party, resulting from my using the Powers Creek Retreat;

3. This Release Agreement shall be effective and binding upon my heirs, minor Guests, next of kin, executors, administrators, agents, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

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 the Province of British Columbia.

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 using Powers Creek Retreat, other than what is set out in this Release Agreement.

GUEST INITIALS