

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

Name and Dates of the Program: _____

TO: ESC (escape2009) ADVENTURES INC (hereinafter referred to as the Program Operator)

Name of Participant _____

Address _____

ASSUMPTION OF RISK I am aware that Mountain Biking, Surfing, Kayaking, Hiking and all other outdoor activities involve many risks, dangers and hazards including but not limited to cycling on roads, cycling in wilderness and in changing water conditions, cycling on unmarked terrain and trails, cycling in the forest, cycling in icy/snowy conditions, cycling in a group setting, the failure to cycle safely or within one's ability or within designated area, surfing and kayaking in open water, surfing in presence of currents, wind and NEGLIGENCE ON THE PART OF THE PROGRAM OPERATOR OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE PROGRAM OPERATOR OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH AFOREMENTIONED 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the Program Operator accepting my application for Participation in Program Operator's events (Bike Camps, Lessons, Tours, Birthday Parties, Demos, and all other activities run or/and organized by the Program Operator) I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Program Operator, and its Directors, Officers, Employees, Agents, Representatives, Sponsors, 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 resulting from my participation in any of the events organized and run by the Releasee, 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 RSBC 1996, C. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in activities organized and run by the Releasees

3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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 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 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 Mountain Biking, other than what is set forth in this Release Agreement.

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

Signed this _____ day of _____, 20_____

Participants Name: _____

Participant's Legal Guardian's Signature: _____ Print Name: _____

Witness Signature: _____ Print Name: _____