

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT
(referred to as the "Release Agreement")

**WARNING: BY SIGNING THIS RELEASE AGREEMENT YOU WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING YOUR RIGHT TO SUE OR CLAIM COMPENSATION**
PLEASE READ CAREFULLY!

This Release Agreement must be completed in full, signed, dated and witnessed, and delivered to a PRT Growing Services Ltd. representative before participants are allowed to enter the Property or participate the Activities.

Participant Last Name: _____ First Name: _____
Address: _____
Telephone: _____ Date of Birth: _____

TO: PRT Growing Services Ltd., and to their officers, directors, employees, representatives, volunteers, agents, insurers, and assigns (collectively, the "Releasees")

DEFINITION: In this Release Agreement, the term "Activities" includes all activities, programs, events, and services that are provided, arranged, organized, conducted, sponsored, or authorized by any of the Releasees, and includes, without limitation, the use of or attendance upon the property located at 3820 Snowden Road, Campbell River, British Columbia (legally described as BLOCK A OF DISTRICT LOTS 176, 1375 AND 1644 SAYWARD DISTRICT AS SHOWN ON PLAN 47675 EXCEPT PLAN EPP119349, PID 012-395-196 and LOT 1 DISTRICT LOTS 176, 1375 AND 1644 SAYWARD DISTRICT PLAN EPP119349 PID 031-781-918 (the "Property"); transportation or travel to and from locations used for the Activities and all other such activities, programs, events, and services, that are in any way connected with or related to any of the foregoing. Without limiting the above in any way, "Activities" also includes:

1. **ASSUMPTION OF RISKS.** I am aware that the Activities involve certain inherent risks, dangers and hazards which can result in serious personal injury, death, property damage or other loss. The very nature of the Activities is hazardous and risky, including, but not limited to, risks involving:

- (a) the out-of-doors, rough terrain with obstacles and hazards, extreme or quickly changing weather conditions including extreme heat or unseasonable cold, flood, lightning, fire, windstorm, or other natural disasters, and wildlife;
- (b) the proximity of medical care, which may not be readily available, including a lack of first aid equipment and/or attendants on the Property;
- (c) circumstances where emergency equipment or arrangements may not be available, may fail, or fail to be provided in a timely way, or be negligently provided including negligence in the training of emergency procedures or the use of emergency equipment;
- (d) the conduct of participants and bystanders in the Activities who may be inexperienced, careless, negligent, or reckless and may, for other reasons as well, endanger the safety of other participants in the Activities, including myself;
- (e) failing to act safely, or within one's own ability, or to stay within designated areas;
- (f) failing to read and comply with signage, or with any of the Releasees' instructions;
- (g) theft, vandalism, and loss of personal property; and
- (h) **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ENGAGING IN THE ACTIVITIES.**

I ACKNOWLEDGE AND AGREE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES. I HAVE INFORMED MYSELF TO MY OWN SATISFACTION OF THE NATURE OF THOSE INHERENT RISKS, DANGERS, AND HAZARDS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR OTHER LOSS RESULTING THEREFROM.

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I ACCEPT ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, AND I FREELY AGREE TO ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THE ACTIVITIES.

- 2. **MY REPRESENTATIONS:** I represent to the Releasees that I have the experience required to participate safely in the Activities and that I am not aware of any physical or mental condition which would impair my capability to fully participate in the Activities.
- 3. **SOLE RESPONSIBILITY FOR SAFETY.** I acknowledge that SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME, including my physical and emotional preparation and fitness to participate in the Activities.
- 4. **PROMISE TO OBEY RULES.** I agree to obey any and all guidelines, rules, and regulations which govern my participation in the Activities, as established by the Releasees from time to time.
- 5. **NO ALCOHOL, CANNABIS, OR OTHER DRUGS:** I acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce my ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs that may impact capacity, judgment or ability to manage risks prior to or while participating in the Activities is strictly prohibited.
- 6. **FIRST AID.** I consent to receive basic first aid treatment offered to me by the Releasees and authorize the Releasees to seek first aid and medical treatment by medical personnel and agree to pay the costs of any rescue or medical attention rendered to me or for my benefit. **I further acknowledge that first aid treatment may not be available on site.**

7. **WAIVER AND RELEASE:** I AGREE, TO THE GREATEST EXTENT PERMITTED BY LAW, 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 OR MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:

- (a) NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;
- (b) BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR
- (c) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT RSBC 1996 c 337.

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- 8. **INDEMNITY:** I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FOR ALL LIABILITY AND CLAIMS, INCLUDING ALL JUDGMENTS, DEMANDS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LAWYERS' FEES AND DISBURSEMENTS), WHETHER ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE ACTIVITIES, OR FROM ANY MISREPRESENTATION OR FRAUDULENT EXECUTION OF THIS RELEASE AGREEMENT ON MY PART.
- 9. **SUCCESSORS AND ASSIGNS.** I acknowledge and agree that this Release 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.
- 10. **AMENDMENTS:** I agree that this Release Agreement may only be amended by a duly executed written agreement between myself and the Releasees, and this Release Agreement shall not be affected or altered by any prior or subsequent oral or written representation made by the Releasees or anyone acting on their behalf, and that in giving this Release Agreement I am not relying on any oral or written representation or statement made by anyone, including the Releasees or anyone acting on their behalf.

I CONFIRM THAT I AM AT LEAST THE FULL AGE OF 19 YEARS. I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING IT 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____.

Name (please print)

Signature

Witness Name

Witness Signature

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