



SCHEDULE "C"
(RELEASE OF LIABILITY AND INDEMNITY AGREEMENT)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

RE: Comox District Mountaineering Club

NAME OF PARTICIPANT: _____

ADDRESS: _____

DATE OF BIRTH: _____

TO: TIMBERWEST FOREST COMPANY, a Partnership of TimberWest Forest Corp. and TimberWest Holdings Ltd. its Directors, Officers, Employees, Representatives, Licensees, Permittees, Invitees, Contractors, Subcontractors, Agents ("TimberWest"); and

I am aware that:

- The land ("Lands") used by the **Comox District Mountaineering Club** are owned by TimberWest and are accessed by private industrial Road owned by TimberWest (the "Road"); and
- the Lands and Road are used by TimberWest for logging and logging related activities; and
- the Lands and Road are used by oversized loaded and unloaded logging trucks as well as other forest industry vehicles and equipment of every nature and kind ("Industrial Vehicles"); and
- the Industrial Vehicles have priority of use and right of way on the Lands and Road.

I freely acknowledge, accept and fully assume the dangers and risks and the possibility of personal injury, death, property damage or loss resulting from the use of the Lands and the Road.

I HEREBY AGREE AS FOLLOWS:

1. **TO WAIVE ANY AND ALL CLAIMS** that I may have against TimberWest;
2. **TO RELEASE TIMBERWEST FROM ANY AND ALL LIABILITY** for any loss, damage, injury or expense that I may suffer or that my next-of-kin and invitees may suffer as a result of using the Lands and Road;

INITIAL HERE

3. **TO HOLD HARMLESS AND INDEMNIFY TIMBERWEST FROM ANY AND ALL LIABILITY** for any property damage, or personal injury, to any third party, resulting from use of the Lands and Road; and
4. **THAT** this Release of liability shall be effective and binding upon my invitees, heirs, next-of-kin, executors, administrators and assigns in the event of my death

I am of the full age of 19 years or have a guardian present, and **I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY PRIOR TO SIGNING IT**, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I or my invitees; heirs, next-of-kin, executors, administrators and assigns may have against TimberWest.

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF WITNESS

SIGNATURE OF GUARDIAN
(IF PARTICIPANT UNDER 19 YEARS)

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND INITIALED (PARAGRAPH 2) BY THE PARTICIPANT AND WITNESSED, BEFORE THE PARTICIPANT.