

BC HYDRO SITE C PORTAGE PROGRAM

VESSEL OWNER WAIVER

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!

In consideration of BC Hydro (as defined below) permitting my vessel to participate in the Site C Portage Program (the "**Program**") in British Columbia, on the terms described in the complete Program Terms and Conditions available at sitecproject.com/boating, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement (this "**Vessel Owner Waiver**") are entered into by me with and for the benefit of **British Columbia Hydro and Power Authority**, and its partners (collectively, "**BC Hydro**") and the "**Personnel**" (as defined below).

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, BC Hydro and any of its partners, employees, servants, agents, contractors, suppliers and representatives (collectively, the "**Personnel**") for any property damage or other loss that I sustain during or as a result of my vessel's participation in the Program due to any cause whatsoever on the part of any one or more of BC Hydro or the Personnel or others, including:

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the vessel transportation industry in the Province of British Columbia for the safety of vessels);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of contract**; and
- (d) **mistakes or errors in judgment** of any kind.

I am aware of the risks inherent in having my vessel participate in the Program and I acknowledge that these risks and dangers may arise from any number of circumstances, including, without limitation, those caused by physical obstacles, traffic conditions, road conditions, terrain, weather conditions, restricted availability of immediate medical assistance, mechanical defects, failure to follow safety procedures, failure to abide by safety, motor vehicle and other legislation, and acts or omissions of BC Hydro, the Personnel and other third parties. I further acknowledge that there may be other hazards and other risks that may exist, that they may occur without warning, and that safety equipment, supervision, compliance with, and enforcement of rules and laws do not guarantee my vessel's safety.

I assume and accept all the risks and dangers associated with my vessel's participation in the Program and the possibility of property damage or other loss as a result. I agree that, although BC Hydro and the Personnel may take precautions to reduce the risks and increase the safety of the Program, it is not possible for BLG or the Personnel to make the Program completely safe. I willingly accept these risks and agree to the terms of this Vessel Owner Waiver even if BC Hydro or any of the Personnel are found in law to be negligent or grossly negligent or in breach of a duty of care or any other obligation to me in their conduct of the Program.

In signing this Vessel Owner Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by BC Hydro or by any of the Personnel to induce me to permit my vessel to participate in the Program.

I confirm that I am of the full age of nineteen years (or if I am not, that my parent or legal guardian is signing this Portage Program on my behalf), that I have had sufficient time to read and understand what I am agreeing to in this Vessel Owner Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that the Vessel Owner Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the Province of British Columbia and nowhere else.

DATED this ____ day of _____, 20__.

I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE:

Print "*I have read all of the above and I agree*": _____

VESSEL OWNER SIGNATURE:

Name of Vessel Owner

IF A VESSEL OWNER IS UNDER 19: As the parent or legal guardian of _____, I understand that by signing below, I am acknowledging my **AGREEMENT TO THE ABOVE:**

Print "*I have read all of the above and I agree*": _____

Name of Parent or Legal Guardian

Signature