

**INDEMNIFICATION AND RELEASE OF LIABILITY**

**TO:** Resort Villa Management Ltd., Northmont Resort Properties Ltd., Northwynd Resort Properties Ltd., Sunchaser Vacation Villas Timeshare Plan (collectively, the "**Releasee**")

**WHEREAS:**

- A. The undersigned (the "**Releasor**") is an owner or guest at Sunchaser Vacation Villas in Fairmont Hot Springs, British Columbia (the "**Resort**").
- B. The Resort provides certain common property, facilities, amenities and activities for the use and enjoyment of owners and guests of the Resort (collectively, the "**Amenities and Activities**") pursuant to the rules and regulations of the Resort.

**THE RELEASOR, on their own behalf and on behalf of all other individuals utilizing the Resort under the Releasor's reservation or invitation (the "Releasor's Guests") hereby acknowledges and agrees as follows:**

- 1. At all times, the Releasor and the Releasor's Guests are required to follow the rules and regulations of the Resort.
- 2. In the event the Releasor or the Releasor's Guests breach the rules and regulations of the Resort, their reservation can be terminated and they can be removed from the premises.
- 3. The Releasor and the Releasor's Guests acknowledge that use of the Resort has risks, dangers, and hazards which may result in harm or damage, including death.
- 4. The Releasor and the Releasor's Guests use of the Resort, including the Amenities and Activities, is at their own discretion and risk.
- 5. The Releasor covenants with the Releasee to indemnify and save harmless the Releasee and any affiliates, officers, directors, employees, representatives and agents of the Releasee (the "Indemnified Parties") from any and all actions, suits, claims, liabilities, damages, costs, legal costs on a full solicitor and client basis, losses and expenses incurred or sustained by the Releasee arising from or connected with:
  - (a) use of the Resort, including its Amenities and Activities, by the Releasor and the Releasor's Guests;
  - (b) any violation of the Resort's rules and regulations;
  - (c) any damage to the Resort by the Releasor or the Releasor's Guests;
  - (d) any injury to the Releasor or the Releasor's Guests, including death resulting at any time therefrom, occurring in or about the Resort; or
  - (e) any other act or omission of the Buyer associated with the reservation.
- 6. This Indemnification and Release of Liability applies to any claim, without limitation, whether or not the claim arises at the Resort or elsewhere, and whether the claim may have been caused or contributed to by the negligence of any Indemnified Party or otherwise.
- 7. The Releasor is responsible for any damage to the Resort caused by the Releasor or the Releasor's Guests. The Releasor has provided the Resort a credit card for any such damage and the Resort is authorized to charge for such damage without further notice to the Releasor.
- 8. This Indemnification and Release of Liability is binding on the Releasor and his heirs, next of kin, executors, administrators, successors and assigns and that it ensures to the benefit of the Releasee as well as to each of their respective heirs, next of kin, executors, administrators, successors and assigns.
- 9. This Indemnification and Release of Liability shall be governed by the laws of the Province of British Columbia.
- 10. If any provision of this Indemnification and Release of Liability or part thereof or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those in respect of which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Indemnification and Release of Liability shall be separately valid and enforceable to the fullest extent permitted by law.
- 11. \_\_\_\_\_ (**INITIAL HERE**) The Releasor has been given sufficient time to read and understand this Indemnification and Release of Liability.
- 12. \_\_\_\_\_ (**INITIAL HERE**) The Releasor has been given the option to take a copy of this signed Indemnification and Release of Liability.
- 13. \_\_\_\_\_ (**INITIAL HERE**) The Releasor acknowledges an unsigned copy of this Indemnification and Release of Liability is provided under the guest section of the resort's website.

**IN WITNESS WHEREOF** the Releasor has signed this Indemnification and Release of Liability on \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Releasor (Signature)

\_\_\_\_\_  
Name of Releasor (Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

TSS Account #: \_\_\_\_\_