

Site C Portage Program Terms and Conditions

Introduction and Overview

1. The Site C Portage Program (the “**Program**”) is provided and administered by the British Columbia Hydro and Power Authority (“**BC Hydro**”).

Portage Services

2. Persons and vessels that meet the requirements set out in these Terms and Conditions are eligible to receive portage services (the “**Portage Services**”) under the Program from May 15 to September 15 (the “**Operating Season**”) between a Departing Boat Launch and an Arriving Boat Launch, as set out below:

Departing Boat Launch	Arriving Boat Launch
Halfway River boat launch	Peace Island Park boat launch
Peace Island Park boat launch	Halfway River boat launch

3. Upon arrival of an eligible Vessel (as defined below) at the Departing Boat Launch, BC Hydro will provide Portage Services by transporting the Vessel, its operator (the “**Operator**”), and its eligible Passengers (as defined below) by land to the Arriving Boat Launch.
4. The Operator is solely responsible for loading the Vessel onto the trailer provided by BC Hydro at the Departing Boat Launch, and must certify that the requirements of the Portage Checklist available at sitecproject.com/boating have been met prior to departure from the Departing Boat Launch.
5. If any Passenger is a child under 146 cm tall, the Operator is solely responsible for providing and installing into the vehicle provided by BC Hydro, an appropriate car seat or booster seat for that child that:
 - a. meets Canada Motor Vehicle Safety Standards;
 - b. has not expired; and
 - c. shows the National Safety Mark on it (to confirm it is a Canadian product).
6. On arrival at the Arriving Boat Launch, the Operator is solely responsible for unloading the Vessel from the trailer provided by BC Hydro into the water at the Arriving Boat Launch

Eligibility

7. In order to be eligible to receive Portage Services under the Program, the Vessel, the Operator, and all Passengers described on the Portage Services Application must satisfy the following general eligibility requirements.
8. The vessel (the “**Vessel**”) must:
 - a. be one of the following types of vessels:
 - i. a canoe;
 - ii. a kayak; or
 - iii. a row-boat.For the avoidance of doubt, vessels over 20 feet long (including, without limitation, ceremonial canoes or other canoes over 20 feet long) are not eligible to receive Portage Services.
 - b. be water borne at the Departing Boat Launch;
 - c. have arrived at the Departing Boat Launch by water from another location; and
 - d. arrive at the Departing Boat Launch between 7:00 a.m. and 7:00 p.m. during the Operating Season.

9. Vessels where the Vessel owner is a separate person from the Operator, such as Vessels that are rented, are eligible, provided that both the Vessel owner and the Operator complete the appropriate Program application and consent and waiver forms.
10. The Operator of the Vessel must be present at all times during provision of the Portage Services, and must perform the loading and installation obligations described in Sections 4 and 5 of these Terms and Conditions prior to departure from the Departing Boat Launch. The Operator must also provide BC Hydro's representative at the Departing Boat Launch with:
 - a. a signed copy of the completed Portage Services Application;
 - b. a signed copy of the completed Portage Checklist;
 - c. signed Portage Program Waivers in respect of themselves and all Passengers; and
 - d. the signed Vessel Owner Consent form and Vessel Owner Waiver, if the Operator is not the Vessel owner.

BC Hydro is under no obligation to provide Portage Services to the Operator, the Passengers and the Vessel, or any of them, in its sole discretion, if the foregoing documentation is not provided by the Operator.

11. In addition to the Operator, additional persons (together, the "**Passengers**") may receive Portage Services together with an eligible Vessel. The total number of persons receiving Portage Services with a Vessel (including the Operator and all Passengers) shall not exceed the certified capacity or recommended maximum number of persons from the applicable Vessel plate of that Vessel. Pets or other animals are not eligible to receive Portage Services.
12. The Operator is solely responsible for ensuring that the Operator and all Passengers have all necessary personal protective equipment suitable for boating, including a life jacket or personal flotation device for the Operator and each Passenger that has a label indicating the device has been approved by any of the organizations below:
 - a. Transport Canada;
 - b. Canadian Coast Guard; or
 - c. Fisheries and Oceans Canada.
13. BC Hydro reserves the right to refuse to provide provide Portage Services to the Operator, the Passengers and the Vessel, or any of them, in its sole discretion, if the Operator is disorderly, intoxicated or evidencing apparent substance abuse symptoms.

Request Process and Deadlines

14. The Operator must submit an initial request to receive Portage Services by email to sitecportage@bchydro.com or phone at **1-877-217-0777** at least seven days before the day on which Portage Services are being requested for a single Vessel, or at least two weeks prior to the day on which Portage Services are being requested in the case of multiple Vessels transiting together.
15. The Operator must also submit a completed Portage Services Application at the Departing Boat Launch on the day Portage Services are to be provided, along with all other documentation required by these Terms and Conditions.
16. BC Hydro is not responsible for lost, delayed, damaged, illegible, unintelligible, or incomplete requests or applications.

Portage Checklist

17. The current Portage Checklist is available at sitecproject.com/boating.

18. The Portage Checklist is subject to revision at BC Hydro's sole discretion. Notwithstanding anything in these Terms and Conditions, provision of Portage Services is subject to the availability of vehicles and equipment and may change at any time without notice.

General Terms and Conditions

19. BC Hydro reserves the right to revise the Program Terms and Conditions without notice, including revisions to eligibility requirements and hours of operation.

20. BC Hydro reserves the right, without incurring any liability, to:

- a. refuse requests and applications to the Program that BC Hydro determines, in its sole discretion, are incomplete, inaccurate, or otherwise do not meet applicable Program requirements; and
- b. refuse to provide Portage Services to the Operator, the Passengers and the Vessel, or any of them, in its sole discretion, if BC Hydro determines that they were inaccurately described in the request or application, or if they otherwise do not meet the applicable Program requirements.

21. The Operator is responsible for complying with all applicable laws, regulations, and bylaws regarding permits, codes, restrictions and inspections in relation to:

- a. the Vessel receiving Portage Services under this Program; and
- b. the installation and proper use of the car seats or booster seats provided by it in connection with this Program.

22. The Operator is solely responsible for researching Program criteria and meeting all Program requirements.

23. BC Hydro is not liable for:

- a. the Operator's operation of the Vessel;
- b. the Operator's loading or unloading of the Vessel onto or off of the trailer; or
- c. the installation or use of the car seats or booster seats provided by the Operator,

in each case, in connection with the Program.

24. BC Hydro makes no representation or warranty, whether express or implied, in respect of any equipment, vehicles, products, materials, services, or measures provided by it, or the transportation techniques used by it in connection with the Program and the Portage Services.

25. BC Hydro does not guarantee, and accepts no liability, for the condition of any Vessel or the safety of the Operator and the Passengers (together, the "**Participants**", and each, a "**Participant**") under this Program.

26. BC Hydro is not responsible in any circumstances whatsoever for the actions, omissions, recommendations or advice of any Participant in connection with the Program.

27. Participants hereby agree to indemnify and save harmless BC Hydro and its directors, officers, agents and employees from all liability, damages, claims, demands, expenses, and costs for claims, costs for injury or death of any person, damage to or destruction of property and all economic loss suffered by any person arising from or occurring by reason of the Participants' participation in the Program.

28. The Terms and Conditions outlined in this document will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

Access and Use of Personal Information and Protection of Privacy

29. BC Hydro is collecting, using, and disclosing the personal information on the Portage Services Application form for the purpose of administering the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to the Program.
30. BC Hydro collects, uses, and discloses personal information in accordance with provisions of the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”) and their Privacy Policy (which is located at bchydro.com/privacy). BC Hydro’s collection, use, and disclosure of the personal information on application forms is undertaken in furtherance of BC Hydro’s obligations under the *Clean Energy Act*, the *Utilities Commission Act*, and *Navigation Protection Act* Approval #2008-500822-001. If Participants have any questions regarding the information collected on the Program application form, they are invited to call the Site C Project Inquiry Line at **1-877-217-0777**.
31. By signing the Portage Services Application form, the Operator consents to:
 - a) the disclosure of their personal information to BC Hydro, and its affiliates and contractors, for the purposes of administering the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to the Program; and
 - b) be contacted by BC Hydro (or its authorized agents) by phone, email, direct mail or similar method for the purposes of administering, evaluating and researching all elements of the Program.