

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

Name	Last	First			Initial
Address	Street			Apt #	
	City		Prov/State		Code/Zip
Birthdate	Day	Month	Year	Age	Male/Female

TO: Whistler 2010 Sport Legacies Society, Callaghan Country Wilderness Adventures Ltd., Squamish Lillooet Regional District, and their respective elected officials, directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assignees (collectively referred to as the "Releasees" and individually as a "Releasee")

ASSUMPTION OF RISKS

I am aware that that cross country skiing, snowshoeing, Nordic hiking, biathlon, ski jumping, tobogganing, telemark skiing, back country skiing, roller skiing, other recreational activities, and participating in snow school lessons, clinics and sessions (collectively the "Activities") involve many risks, dangers and hazards including, but not limited to: disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in lighting which may reduce visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, lakes, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision or impact with natural or manmade objects including bridges, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons; encounters with wildlife, loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; travel within or beyond Park boundaries; negligence of other skiers, snowshoers and other persons including but not limited to "slips, trips and falls and accidents", as well as during Snow School lessons, including Jumping lessons and or while riding the chairlift; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and **NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT FROM OR WARN OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Park and that many hazards are unmarked. **THE PASSHOLDERS FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the lifts, runs, trails, terrain parks, snow play areas, race courses, restaurants, day lodges, parking, access roads and other facilities, cross country trails, asphalt trails, back country areas, wilderness areas, ski jumps, snow play and tobogganing areas, snow shoe trails, running trails and other related facilities (collectively the "Facilities"), I hereby agree:

- 1. TO WAIVE ANY AND ALL CLAIMS** they have or may in the future have against **THE RELEASEES, and TO RELEASE AND SAVE HARMLESS THE RELEASEES** from all liability for any loss, damage, expense or injury including death that they or their next of kin may suffer as a result of their use or presence in the Facilities or travel beyond the Park boundaries **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RSBC 1996, C. 337 ON THE PART OF THE RELEASEES. NEGLIGENCE INCLUDES THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST OR WARN OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any Passholders or third party, resulting from my use of or presence on the facilities or travel beyond the Park boundaries;
3. This Release Agreement shall be effective and binding upon the Passholders' heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement, the Passholders are not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__

Signature of witness
Print name clearly

Signature of participant
Signature of parent or guardian if under 19 years
Print name clearly