

# SNO-LIMO Mountain Ecotouring Inc.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!**

Last Name	First Name	Initial
_____	_____	_____
Phone Number	Email Address	
_____	_____	
Street Address	City	Prov/state
_____	_____	_____
Postal Code	Birthday m/d/y	
_____	_____	

To: Sno-Limo Mountain Ecotouring Incorporated and its affiliated companies and subsidiaries and Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Intrawest Corporation, and Her Majesty the Queen in Right of the Province of British Columbia as presented by Land and Water British Columbia Inc. (herein referred to as the "RELEASEE")

In this Agreement, the term "mountain sports" shall include all activities, services and use of facilities in any way related to Sno-Limo Mountain Ecotouring for which I partake in including, but not limited to all events related to the service provided by The RELEASEE

## ASSUMPTION OF RISKS

I am aware that mountain sports involve many inherent risks, dangers, and hazards, including but not limited to boarding, riding and disembarking ski lifts; failure of ski lifts; changing weather conditions; variation or steepness in terrain; exposed rocks, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to human-made snow; streams and creeks, and exposed holes in the snowpack above streams or creeks; impact with ski lift towers or snow making or snow grooming equipment or other structures or objects used in connection with any mountain sports; impact or collision with other mountain sport participants; the failure to stay within one's own ability and/or desig-nated areas while participating in mountain sports; negligence of other mountain sport participants and NEGLIGENCE ON THE PART OF THE RELEASEE OR ITS STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEE OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that risks,

dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN MOUNTAIN SPORTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the RELEASEE accepting my application for participating in a Sno-Limo tour and permitting my participation in mountain sports, including the use of lifts, trails, terrain parks, race courses and other facilities, (hereinafter referred to as "the facilities") I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Adventure Activities, 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;

2. TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all costs, damages or expenses that may be suffered by any child for whom I have signed this form as parent or guardian;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my use or presence on the facilities or participation in any mountain sport;

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;

6. That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to Sno-Limo Mountain Ecotouring Inc. and all mountain sport activities, other than what is set forth in this Agreement.

It is understood that this agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows or any related equipment.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness

Signature of Participant

\_\_\_\_\_