

5k Foam Fest 2017

SUN PEAKS RESORT LLP AND/OR SUN PEAKS RESORT CORPORATION

**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!

INITIAL

TO: **SUN PEAKS RESORT LLP AND/OR SUN PEAKS RESORT CORPORATION, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES** (hereinafter collectively referred to as "The Releasees")

AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as "The Province")

Name	Last	First	Initial
Address	Street		
	City	Prov.	Code

DEFINITION:

This agreement shall apply to, "5k Foam Fest 2017" and include all activities or involvement in any way connected or associated with services or with orientation, instruction, training or guiding given by The Releasees (hereinafter referred to as "5k Foam Fest 2017").

ASSUMPTION OF RISKS:

I am aware that skiing, snowboarding, snowshoeing, snow tubing, ice-skating, mountain biking, cycling, hiking, bungee jumping and sightseeing and all other winter and summer activities offered by the Releasees (hereinafter collectively referred to as the "ACTIVITIES") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface and the condition of mountain biking terrain; variations in the terrain or weather conditions which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; loose gravel and rocks; constructed obstacles and features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with trees, tree stumps, dead fall, rocks and other natural or constructed objects or hazards; collision with other participants in the Activities; mechanical failure of equipment; high speed descents; loss of balance or control; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; encounters with potentially dangerous wildlife; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that the risks, dangers and hazards refer to above exist throughout the ski area and that many hazards are unmarked. I 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 5k Foam Fest 2017 and permitting my use of the lifts, runs, trails, terrain parks, race courses, restaurants, day lodges, parking, access roads and other facilities, (hereinafter "the facilities"), and my participation in snow school lessons, clinics and sessions, activities I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 resulting from either my use of or my presence on the facilities or travel beyond the ski area boundary, **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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM 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 third party, resulting from my use of or presence on the facilities or travel beyond the ski area boundary.
3. This Release 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;
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 solely within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
6. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of "5k Foam Fest 2017" other than what is set forth in this agreement.

PHOTO/VIDEO RELEASE

- I consent to photographs/video to be taken of me during my participation in shoots, and to publication of the photographs and video by the Releasees for advertising, promotional and marketing purposes.

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, ASSIGNEES AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Name (print clearly)	Date of Birth mm/dd/yy	Signature of Participant	Current Date mm/dd/yy	Witness (print name)	Signature
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Signature of Guardian if Participant under 19 years of age: _____ Print Name: _____