

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

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

This Agreement shall apply in respect of all subsequent season pass renewals.

Initial	Initial	Initial	Initial	Initial	Initial
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Last Name _____ First Name _____

Phone _____ E-Mail _____

TO: RED RESORT LIMITED PARTNERSHIP, HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their affiliated companies, subsidiaries, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, suppliers, sponsors, successors and assigns, (all of whom are hereinafter referred to as **"the Releasees"**).

DEFINITION

In this Release Agreement the term "Winter Activities" includes skiing, snowboarding, competitions, training and special events.

ASSUMPTION OF RISKS

I am aware that participating in Winter Activities involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts and tows; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other participants; the failure to ski, snowboard, snow tube or skate safely or within one's own ability or within designated areas; negligence of other participants; and NEGLIGENCE ON THE PART OF RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THESE ACTIVITIES. I am also aware that the 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 WINTER ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND 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 their lifts, tows, runs, trails, terrain parks, race courses, skating rink and other facilities (hereinafter referred to as "the ski area facilities"). 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 ski area facilities or travel beyond the ski boundaries, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE WINTER ACTIVITIES 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 ski area facilities or travel beyond the ski area boundaries;
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 brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

PHOTO RELEASE - I consent to photographs taken of me during my participation in Winter Activities and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

- In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Winter Activities other than what is set forth in this Release Agreement.
- This Release Agreement shall not apply in respect of injuries resulting from mechanical breakdown of ski lifts or tows.
- The season pass issued to the Passholder is the property of the RELEASEES, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.
- This Release Agreement shall apply to all subsequent season pass renewals.

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.

Name (print clearly)	Date of Birth (mm/dd/yy)	Signature of Competitor (Parent/legal guardian must sign if under 19)	Current Date	Witness
_____	____/____/____	_____	____/____/____	_____
_____	____/____/____	_____	____/____/____	_____
_____	____/____/____	_____	____/____/____	_____
_____	____/____/____	_____	____/____/____	_____
_____	____/____/____	_____	____/____/____	_____
_____	____/____/____	_____	____/____/____	_____

This agreement must be completed in full, signed, dated, and witnessed before a lift pass or lift ticket may be issued.