

The [Electronic Transactions Act of British Columbia, SBC 2001, C:10](#) provides that a contract may be entered into by clicking on an appropriately designated icon on a computer screen, as is provided for this web site! Persons purchasing a season pass for another, accept the Release Agreement as agent of the user. Please provide the user a copy of this Release Agreement or have the user read the agreement online.

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

**ONLINE SALES OF SEASON PASSES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

TO: MOUNT WASHINGTON PACIFIC ULC., PACIFIC GROUP RESORTS INC., TIMBERWEST FOREST COMPANY (the owner of the property adjacent to Mt. Washington) and their associated companies and subsidiaries, and their respective directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter referred to as the "Releasees")

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions 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 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 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; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons; encounters with wild or domestic animals, loss of balance or control; slips, trips and falls; negligent first aid; 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 referred 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 a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the 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, as a result of 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 THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON 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 brought solely within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

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 skiing or snowboarding other than what is set forth in this Agreement.

The Season Pass issued to the Pass holder is the property of **MOUNT WASHINGTON PACIFIC ULC. PACIFIC GROUP RESORTS INC.**, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

Persons purchasing a season pass for another person do so as agent of the passholder. A copy of the Season Pass Conditions of Sale and the Release of Liability will be emailed on completion of sale. Additional copies are available through our season pass office.

Failure to follow the Alpine Responsibility Code (A.R.C.) will result in consequences. More information can be found [here](#) regarding Mount Washington Safety.

PASSHOLDER TERMS & CONDITIONS

- The Pass holder is responsible for abiding by the Alpine Responsibility Code. See below. Any breach of that code could lead to temporary or permanent suspension of pass privileges.
- The Pass holder acknowledges that the Pass is for his or her use only and is not for resale or transferable for any reason.
- The Pass holder is responsible for his or her pass at all times and agrees that anyone using his or her pass who is not the Pass holder constitutes fraud. In the event for fraudulent use, Mount Washington Alpine Resort reserves the right to suspend lift access, levy a fine of \$150.00, and/ or charge the individual(s) with fraud.
- Pass holders who have misrepresented their age or family status may forfeit the use of their passes.
- If the Pass is lost, please notify the Season Pass office immediately and \$15 will be charges for the replacement. The original Pass becomes invalid and will be confiscated if attempts are made to use it.
- In the event of a forgotten pass only one complimentary day pass will be issued.
- The Season Pass remains the property of Mount Washington Alpine Resort.

Alpine Responsibility Code (ARC)



1. Always stay in control. You must be able to stop, or avoid other people or objects.
2. People ahead of you have the right-of-way. It is your responsibility to avoid them.
3. Do not stop where you obstruct a trail or are not visible from above.
4. Before starting downhill or merging onto a trail, look uphill and yield to others.
5. If you are involved in or witness a collision or accident, you must remain at the scene and identify yourself to the Ski Patrol.
6. Always use proper devices to help control runaway equipment.
7. Observe and obey all posted signs and warnings.
8. Keep off closed trails and closed areas.
9. You must not use lifts or terrain if your ability is impaired through use of alcohol or drugs.
10. You must have sufficient physical dexterity, ability, and knowledge to safely load, ride, and unload lifts. If in doubt, ask a Lift Attendant.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SELECTING THE CHECKBOX BELOW TO BUY THIS SEASON PASS I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I HAVE READ THE WAIVER

I AGREE TO THE TERMS OF THE WAIVER