

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

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

**PLEASE READ CAREFULLY!**

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL	6. INITIAL
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**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 cycling, mountain biking, hiking and sightseeing or participating in lessons, clinics, sessions, races, camps or guided tours involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking chair lifts; changing weather conditions; exposed rock, earth and other natural objects; trees, tree wells, tree stumps and forest deadfall; steep accents or descents; extreme variation or change in the terrain or surface variations in the terrain which may create blind spots or areas of reduced visibility; variable and difficult conditions; including, but not limited to: streams, creeks, cliffs; crevasses; roads, road-banks; collision with lift towers, fences or vehicles, equipment or structures; overexposure to the sun; fatigue, dehydration and overexertion, collision with other persons, staff, volunteers or spectators; encounters with wild or domesticated 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 resort 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 cycling, mountain biking, hiking and or sightseeing Season Pass and permitting my use of the lifts, trails, bike park, skills center, restaurants, day lodge, parking lots, access roads and other resort 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 resort 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 cycling, mountain biking, hiking and sightseeing other than what is set forth in this Agreement.

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

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

**I HAVE READ AND UNDERSTAND THIS RELEASE 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name (print clearly)	Date of Birth (mm/dd/yy)	Signature	Current Date	Witness
1 _____	___ / ___ / ___	_____	_____	_____
2 _____	___ / ___ / ___	_____	_____	_____
3 _____	___ / ___ / ___	_____	_____	_____
4 _____	___ / ___ / ___	_____	_____	_____
5 _____	___ / ___ / ___	_____	_____	_____
6 _____	___ / ___ / ___	_____	_____	_____